



TOWN OF DISCOVERY BAY
A COMMUNITY SERVICES DISTRICT



President – Chris Steele • Vice-President – Bill Pease • Director – Kevin Graves • Director – Robert Leete • Director – Mark Simon

**TOWN OF DISCOVERY BAY
COMMUNITY SERVICES DISTRICT
AGENDA PACKET**

For the Regular Meeting of Wednesday
September 16, 2015

7:00 P.M. Regular Meeting

Community Center
1601 Discovery Bay Boulevard



TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT



President – Chris Steele • Vice-President – Bill Pease • Director – Kevin Graves • Director – Robert Leete • Director – Mark Simon

**NOTICE OF THE REGULAR MEETING
OF THE BOARD OF DIRECTORS
OF THE TOWN OF DISCOVERY BAY
Wednesday September 16, 2015
REGULAR MEETING 7:00 P.M.**

Community Center
1601 Discovery Bay Boulevard, Discovery Bay, California
Website address: www.todb.ca.gov

REGULAR MEETING 7:00 P.M.

A. ROLL CALL AND PLEDGE OF ALLEGIANCE

1. Call business meeting to order 7:00 p.m.
2. Pledge of Allegiance
3. Roll Call

B. PUBLIC COMMENTS (Individual Public Comments will be limited to a 3-minute time limit)

During Public Comments, the public may address the Board on any issue within the District's jurisdiction which is not on the agenda. The public may comment on any item on the Agenda at the time that item is before the Board for consideration. Any person wishing to speak must come up and speak from the podium. There will be no dialog between the Board and the commenter. Any clarifying questions from the Board must go through the Chair.

C. PRESENTATIONS

D. PRESIDENT REPORT AND DIRECTORS' COMMENTS

E. CONSENT CALENDAR

All matters listed under the CONSENT CALENDAR are considered by the District to be routine and will be enacted by one motion.

1. Approval of DRAFT minutes of special meeting for September 2, 2015
2. Approval of DRAFT minutes of regular meeting for September 2, 2015
3. Approve Register of District Invoices
4. Approval of the Capacity Fee Charge Report for the Fiscal Year 2014-2015

F. BUSINESS AND ACTION ITEMS

1. Odyssey of the Mind Teams utilizing Community Center through March 2016
2. Sewer Easement from the Discovery Bay Country Club Home Owner's Association to the Town of Discovery Bay
3. Pre-annexation Agreement(s) between the Town of Discovery Bay Community Services District and (1) Disco Bay Partners LLC (Newport Pointe); and (2) Pantages at Discovery Bay LLC.

G. INFORMATIONAL ITEMS ONLY (NO ACTION NECESSARY)

1. September 9, 2015 LAFCO Presentation
2. California Special District Association September/October Magazine Article

H. VEOLIA REPORT

1. Veolia Report – Month of August 2015

I. MANAGER’S REPORTS – Discussion and Possible Action

J. GENERAL MANAGER’S REPORT – Discussion and Possible Action

K. DISTRICT LEGAL COUNSEL REPORT

L. COMMITTEE UPDATES – Discussion and Possible Action

M. CORRESPONDENCE – Discussion and Possible Action

1. Contra Costa County Aviation Advisory Committee meeting minutes for July 9, 2015
2. Contra Costa County Aviation Advisory Committee meeting minutes for August 13, 2015

N. PUBLIC RECORD REQUESTS RECEIVED

O. FUTURE AGENDA ITEMS

P. ADJOURNMENT

1. Adjourn the September 16, 2015 meeting in honor of Sharon Butler. The next Regular meeting will be October 7, 2015 starting at 7:00 p.m. at the Community Center located at 1601 Discovery Bay Boulevard.

“This agenda shall be made available upon request in alternative formats to persons with a disability, as required by the American with Disabilities Act of 1990 (42 U.S.C. § 12132) and the Ralph M. Brown Act (California Government Code § 54954.2). Persons requesting a disability related modification or accommodation in order to participate in the meeting should contact the Town of Discovery Bay, at (925)634-1131, during regular business hours, at least twenty-four hours prior to the time of the meeting.”

"Materials related to an item on the Agenda submitted to the Town of Discovery Bay CSD after distribution of the agenda packet are available for public inspection in the District Office located at 1800 Willow Lake Road during normal business hours."



TOWN OF DISCOVERY BAY
A COMMUNITY SERVICES DISTRICT



President – Chris Steele • Vice-President – Bill Pease • Director – Kevin Graves • Director – Robert Leete • Director – Mark Simon

No Back Up
Documentation
For Agenda Item C



TOWN OF DISCOVERY BAY
A COMMUNITY SERVICES DISTRICT



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No Back Up
Documentation
For Agenda Item D



TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT



President – Chris Steele • Vice-President – Bill Pease • Director – Kevin Graves • Director – Robert Leete • Director – Mark Simon

**MINUTES OF A SPECIAL MEETING
OF THE BOARD OF DIRECTORS
OF THE TOWN OF DISCOVERY BAY CSD
Wednesday September 2, 2015
SPECIAL MEETING 6:30 P.M.**

**Community Center
1601 Discovery Bay Boulevard, Discovery Bay, California
Website address: www.todb.ca.gov**

SPECIAL MEETING AT 6:30 P.M.

A. ROLL CALL

Call business meeting to order – 6:30 p.m. by President Steele
Roll Call – All Present

B. PUBLIC COMMENT

C. OPEN SESSION DISCLOSURE OF CLOSED SESSION AGENDA

(Government Code Section 54957.7)

Legal Counsel Attebery – The Board is now adjourning into closed session regarding items D-1 and D-2.

D. CLOSED SESSION:

1. Public Employee Performance Evaluation pursuant to Government Code 54957 (Position: General Manager)
2. CONFERENCE WITH LABOR NEGOTIATOR Government Code Section 54957.6 Unrepresented Employee: General Manager

E. RETURN TO OPEN SESSION; REPORT ON CLOSED SESSION

(Government Code Section 54957.1)

Legal Counsel Attebery – The Board has reconvened from closed session and there is no reportable action.

F. ADJOURNMENT

The meeting adjourned at 7:00 p.m. to the Regular Meeting on September 2, 2015 at 7:00 p.m. at the Community Center located at 1601 Discovery Bay Boulevard

//cmc – 09-04-15

<http://www.todb.ca.gov/agendas-minutes>



TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT



President – Chris Steele • Vice-President – Bill Pease • Director – Kevin Graves • Director – Robert Leete • Director – Mark Simon

MINUTES OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE TOWN OF DISCOVERY BAY

Wednesday September 2, 2015
REGULAR MEETING 7:00 P.M.

Community Center

1601 Discovery Bay Boulevard, Discovery Bay, California

Website address: www.todb.ca.gov

REGULAR MEETING 7:00 P.M.

A. ROLL CALL AND PLEDGE OF ALLEGIANCE

Call business meeting to order – 7:00 p.m. by President Steele

Pledge of Allegiance – Led by President Steele

Roll Call – All Present

B. PUBLIC COMMENTS (Individual Public Comments will be limited to a 3-minute time limit)

There was one Public Comment Speaker

C. AREA AGENCIES REPORTS / PRESENTATION

1. Sheriff's Office Report

Crime Prevention Specialist Fontenot – Provided the law enforcement report for the month of August. There was discussion between the Crime Prevention Specialist Fontenot and the Board.

2. CHP Report

Officer Thomas – Provided an update of the services to the Town of Discovery Bay. There was discussion between Officer Thomas and the Board.

3. East Contra Costa Fire Protection District Report - No Report

4. Supervisor Mary Piepho, District III Report

Alicia Nuchols – Field Representative - Provided an update of several projects surrounding Discovery Bay.

D. COMMITTEE/LIAISON REPORTS

1. Trans-Plan Report – No Report

2. County Planning Commission Report – No Report

3. Code Enforcement Report – Director Leete provided an update from the August 27, 2015

4. Special Districts Report** – No Report

**These meetings are held Quarterly

E. PRESENTATIONS

None

F. CONSENT CALENDAR

All matters listed under the CONSENT CALENDAR are considered by the District to be routine and will be enacted by one motion.

1. Approval of DRAFT minutes of regular meeting for August 5, 2015

2. Approve Register of District Invoices

3. Return Activated Sludge (RAS) Pump Control Panel at Plant No. 1 Installation Agreement

Motion by: Director Simon to approve the Consent Calendar

Second by: Director Pease

Vote: Motion Carried – AYES: 5, NOES: 0

G. BUSINESS AND ACTION ITEMS

1. Approve and Adopt Resolution No. 2015-17 - Agreements with Bond Underwriter and Bond Counsel for 2015/16 Bond Issue for Needed Water and Wastewater Capital Improvements

General Manager Howard – Provided the details of item G-1.

Cameron A. Weist – The Weist Law Firm – Provided additional details of item G-1. There was discussion between the Board, the General Manager, and Cameron Weist.

Motion by: Director Leete to authorize the General Manager to enter into agreements with 1) Prager and Company for Municipal Bond Financial Advisory Services; 2) The Weist Law Firm for Bond Counsel Services; and 3) Adopt Resolution 2015-17 authorizing the commencement of proceedings in connection with the execution and delivery of water and wastewater bond obligations, appointing a Financial Advisor, a Bond Counsel, a Disclosure Counsel.

Second by: Vice-President Pease

Vote: Motion Carried – AYES: 5, NOES: 0

2. Approve and Adopt Resolution No. 2015-16 - Board Policy No. 024 relating to the Use of Town Owned Equipment for local Non-Profits

Motion by: Vice-President Pease to approve and adopt Resolution No. 2015-16 - Board Policy No. 024 relating to the Use of Town Owned Equipment for local Non-Profits with amendments to the Policy No. 024 – “In the event additional equipment is requested or use exceeds 48 hours the following fees shall apply”

Second by: Director Leete

Vote: Motion Carried – AYES: 5, NOES: 0

H. INFORMATIONAL ITEMS ONLY (NO ACTION NECESSARY)

1. Annual Disclosure pursuant to California Government Code Section 53065.5

General Manager Howard – Provided the details of item H-1.

I. PRESIDENT REPORT AND DIRECTORS’ COMMENTS

President Steele – Provided details regarding a personal letter from President Steele to Sheriff Livingston regarding the support of a Sheriff Activity League.

J. MANAGER’S REPORT – Discussion and Possible Action

1. Update Sub-Committee Parks and Landscaping/ Community Center and Recreation

Parks and Landscaping Manager Miller – Provided an update for the Parks and Landscaping/Community Center and Recreation.

K. GENERAL MANAGER’S REPORT – Discussion and Possible Action

General Manager Howard – Attending the LAFCO meeting September 9, 2015

L. DISTRICT LEGAL COUNSEL REPORT

M. SUB-COMMITTEE UPDATES – Discussion and Possible Action

1. Finance – Meet on August 26, 2015
2. Communications – None
3. Parks and Recreation – Meet on September 2, 2015
4. Water and Wastewater – Meet on August 26, 2015
5. Waterways – None

N. CORRESPONDENCE – Discussion and Possible Action

1. R – Contra Costa County Aviation Advisory Committee meeting minutes for June 11, 2015
2. R – Contra Costa County Aviation Advisory Committee meeting minutes for July 9, 2015
3. R – East Contra Costa County Fire Protection District meeting minutes for July 6, 2015
4. R – East Contra Costa County Fire Protection District meeting minutes for July 13, 2015

O. PUBLIC RECORD REQUESTS RECEIVED

1. Public Records Request – From Kutak Rock LLP Regarding Veolia Certified Payroll Records and Maintenance/Management Services Contract – received on August 14, 2015

P. FUTURE AGENDA ITEMS

None

Q. ADJOURNMENT

The meeting adjourned at 7:56 p.m. to the next regular meeting of September 16, 2015 starting at 7:00 p.m. at the Community Center located at 1601 Discovery Bay Boulevard.



Town of Discovery Bay

"A Community Services District"

AGENDA REPORT

Meeting Date
September 16, 2015

Prepared By: Dina Breitstein, Finance Manager & Lesley Marable, Sr. Accounts Clerk
Submitted By: Rick Howard, General Manager

RH

Agenda Title

Approve Register of District Invoices

Recommended Action

Staff recommends that the Board approve the listed invoices for payment

Executive Summary

District invoices are paid on a regular basis, and must obtain Board authorization prior to payment. Staff recommends Board authorization in order that the District can continue to pay warrants in a timely manner.

Fiscal Impact:

Amount Requested \$ 134,430.42

Sufficient Budgeted Funds Available?: Yes (If no, see attached fiscal analysis)

Prog/Fund # See listing of invoices. **Category:** Operating Expenses and Capital Improvements

Previous Relevant Board Actions for This Item

Attachments

Request For Authorization to Pay Invoices for the Town of Discovery Bay CSD 2015/2016
Request For Authorization to Pay Invoices for the Discovery Bay Lighting & Landscape District # 8 2015/2016
Request For Authorization to Pay Invoices for the Discovery Bay Lighting & Landscape District # 9 2015/2016

AGENDA ITEM: E-3

Request For Authorization To Pay Invoices (RFA)
For The Meeting On September 16, 2015
Town of Discovery Bay CSD
For Fiscal Year's 7/15 - 6/16

<u>Vendor Name</u>	<u>Invoice Number</u>	<u>Description</u>	<u>Invoice Date</u>	<u>Amount</u>
Administration				
Brentwood Ace Hardware	808/083115	Landscape Reimb (Z61)	08/31/15	\$16.59
Ross Recreation Equipment Co., Inc.	97449	Playground Repair (Z61)	08/28/15	\$378.96
Tee Janitorial & Maintenance	7958	Landscape Reimb (Z57,Z61)	08/20/15	\$80.00
		Administration	Sub-Total	\$475.55
Water				
Big Dog Computer	BDC33151	Software Repair	08/31/15	\$68.00
Big Dog Computer	BDC33144	Annual Maintenance	08/26/15	\$222.50
Brentwood Ace Hardware	808/083115	Building Maintenance	08/31/15	\$6.24
Brentwood Ace Hardware	808/083115	Well 7	08/31/15	\$23.40
Cintas	185523391	Uniforms	08/26/15	\$11.19
Cintas	185524215	Uniforms	09/02/15	\$11.19
County Of Contra Costa, Dept of Info Tec	9754	Data Processing Charge July 2015	08/20/15	\$19.40
Du-All Safety	17208	Monthly Safety Maintenance Aug 2015	08/31/15	\$1,160.00
EnerPower	67052	Electric Charges 06/11/15-07/09/15	08/21/15	\$193.00
EnerPower	67054	Electric Charges 06/14/15-07/11/15	08/21/15	\$398.00
EnerPower	67055	Electric Charges 06/13/15-07/11/15	08/21/15	\$503.00
Fastenal Company	CABRE12844	Misc. Repair Items	08/28/15	\$320.58
James Martin	643 Merritt	Closed Account, Refund Overpayment	09/01/15	\$173.00
J.W. Backhoe & Construction, Inc.	2409	Paved Four Locations	08/19/15	\$6,136.77
J.W. Backhoe & Construction, Inc.	2414	Water Leak Discovery Bay Blvd	08/25/15	\$4,105.30
J.W. Backhoe & Construction, Inc.	2415	Water Leak Marina Circle	08/25/15	\$2,959.80
J.W. Backhoe & Construction, Inc.	2416	Water Leak St. Andrews Drive	08/25/15	\$1,405.63
J.W. Backhoe & Construction, Inc.	2418	Water Leak Surfside Place	08/25/15	\$2,600.06
J.W. Backhoe & Construction, Inc.	2421	Water Leak Discovery Point	08/25/15	\$3,766.13
J.W. Backhoe & Construction, Inc.	2422	Water Leak Carbrillo Point	08/25/15	\$2,919.50
J.W. Backhoe & Construction, Inc.	2426	Broken PVC Pipe	08/31/15	\$825.05
Keyler Courtney	3341 Lookout Point	Closed Account, Refund Overpayment	09/02/15	\$27.22
Luhdorff & Scalmanini	31010	Well 7	07/26/15	\$6,102.50
Luhdorff & Scalmanini	31012	General Services	07/26/15	\$511.00
Louis & Desiree Dutra	115 Tennyson	Closed Account, Refund Overpayment	08/26/15	\$59.11
Neumiller & Beardslee	271636	General Services July 2015	08/19/15	\$2,558.56
Neumiller & Beardslee	271638	Hofmann v. TODB	08/19/15	\$51.49
Office Depot	785813350001	Office Supplies	08/10/15	\$25.10
Office Depot	786180488001	Office Supplies	08/11/15	\$26.03
Office Depot	786452131001	Office Supplies	08/12/15	\$26.70
Office Depot	788973587001	Office Supplies	08/24/15	\$26.68
Office Depot	788973920001	Office Supplies	08/22/15	\$2.94
Office Depot	789924589001	Office Supplies	08/27/15	\$54.67
Pacific Gas & Electric	1521433231-2/082615	Electric & Gas Bill 07/14/15-08/12/15	08/26/15	\$4,554.83
Patricia Cimlov-Zahares	15-027	Drought Conservation Notice Revisions	09/09/15	\$70.00
ReliaStar Life Insurance Company	#JR52 457(B) 091515	457(b) 09/01/15-09/15/15	09/15/15	\$548.04
Ricoh USA, Inc	5037520941	Photocopier Aug 2015	08/20/15	\$65.28
SDRMA	17702	Medical Benefits Oct 2015	09/04/15	\$1,132.61
Shannon Hendricks	228 Cumberland	Closed Account, Refund Overpayment	08/26/15	\$15.24
Some Gave All	AUG 2015	Expense Report Aug 2015	09/03/15	\$199.42
Sue Heintl	SEPT 2015	Expense Report Sept 2015	09/04/15	\$27.60
Tee Janitorial & Maintenance	7958	Janitorial Service Aug 2015	08/20/15	\$316.00
Univar	SJ700800	Chemicals Delivered 08/13/15	08/13/15	\$301.13
Univar	SJ700801	Chemicals Delivered 08/13/15	08/13/15	\$200.75
Univar	SJ701888	Chemicals Delivered 08/13/15	08/13/15	\$104.39
Univar	SJ701889	Chemicals Delivered 08/13/15	08/13/15	\$20.08
Zenner USA	0003266-IN	Maintenance Service July 2014-June 2015	08/31/15	\$1,500.00
Zenner USA	0003266-IN	Hosting Service July 2014-June 2015	08/31/15	\$3,023.00
Zenner USA	0003267-IN	Maintenance Service July 2015-Dec 2015	08/31/15	\$700.00
Zenner USA	0003267-IN	Hosting Service July 2015-Dec 2015	08/31/15	\$1,512.00
		Water	Sub-Total	\$51,590.11
Wastewater				
American Retrofit Systems	1114	Ac Unit Repair WWTP#1	08/21/15	\$250.00
American Retrofit Systems	1115	Electrical System SCADA	08/26/15	\$750.00
American Retrofit Systems	1116	WWTP#2 Repair	08/26/15	\$300.00

Bartle Wells Associates	1001	Wastewater Rate Study	08/28/15	\$1,115.00
Big Dog Computer	BDC33151	Software Repair	08/31/15	\$102.00
Big Dog Computer	BDC33144	Annual Maintenance	08/26/15	\$333.76
Big Dog Computer	BDC33145	Software Updates	08/26/15	\$191.25
Big Dog Computer	BDC33148	Computer Repair	08/27/15	\$127.50
Brentwood Ace Hardware	808/083115	Building Maintenance	08/31/15	\$95.72
Cintas	185523391	Uniforms	08/26/15	\$16.78
Cintas	185524215	Uniforms	09/02/15	\$16.78
County Of Contra Costa, Dept of Info Tec	9754	Data Processing Charge July 2015	08/20/15	\$29.10
Du-All Safety	17208	Monthly Safety Maintenance Aug 2015	08/31/15	\$1,740.00
EnerPower	67051	Electric Charges 06/12/15-07/12/15	08/21/15	\$137.00
Herwit Engineering	15-8	Professional Services Aug 2015	09/01/15	\$15,628.40
Neumiller & Beardslee	271636	General Services July 2015	08/19/15	\$3,837.84
Office Depot	785813350001	Office Supplies	08/10/15	\$37.65
Office Depot	786180488001	Office Supplies	08/11/15	\$39.05
Office Depot	786452131001	Office Supplies	08/12/15	\$40.05
Office Depot	788973587001	Office Supplies	08/24/15	\$40.02
Office Depot	788973920001	Office Supplies	08/22/15	\$4.42
Office Depot	789924589001	Office Supplies	08/27/15	\$82.01
ReliaStar Life Insurance Company	#JR52 457(B) 091515	457(b) 09/01/15-09/15/15	09/15/15	\$822.06
Ricoh USA, Inc	5037520941	Photocopier Aug 2015	08/20/15	\$97.91
SDRMA	17702	Medical Benefits Oct 2015	09/04/15	\$1,698.91
Some Gave All	AUG 2015	Expense Report Aug 2015	09/03/15	\$299.14
Stantec Consulting Services Inc	945850	Nitrite And Nitrate Update	08/20/15	\$4,305.00
Sue Heintl	SEPT 2015	Expense Report Sept 2015	09/04/15	\$41.40
Tee Janitorial & Maintenance	7958	Janitorial Service Aug 2015	08/20/15	\$474.00
Telstar Instruments, Inc.	82934	Scada System	08/31/15	\$38,000.00

Wastewater Sub-Total \$70,652.75

Community Center

Community Center Sub-Total \$0.00

Grand Total \$122,718.41

**Request For Authorization To Pay Invoices (RFA)
For The Meeting On September 16, 2015
Town of Discovery Bay, D.Bay L&L Park #8
For Fiscal Year's 7/15 - 6/16**

<u>Vendor Name</u>	<u>Invoice Number</u>	<u>Description</u>	<u>Invoice Date</u>	<u>Amount</u>
American Retrofit Systems	1113	Community Center-Electrical Repair	08/21/15	\$100.00
American Retrofit Systems	1118	Community Center-Electrical Repair	09/04/15	\$200.00
Big Dog Computer	BDC33145	Community Center-Software Updates	08/26/15	\$191.25
Big Dog Computer	BDC33147	Community Center-Computer Repair	08/27/15	\$560.00
Big Dog Computer	BDC33149	Community Center-Computer Repair	08/31/15	\$285.00
Big Dog Computer	BDC33150	Community Center-Security Camera Repair	08/31/15	\$671.27
Brentwood Press & Publishing	176455	Community Center-Fall Activity Guide	08/27/15	\$5,090.50
Brentwood Ace Hardware	808/083115	Equipment Rental	08/31/15	\$41.25
Brentwood Ace Hardware	808/083115	Community Center-Building Maintenance	08/31/15	\$95.26
Carmela Guarneri	1	Community Center-Reservation Refund	07/23/15	\$40.00
Cintas	185523391	Uniforms	08/26/15	\$44.27
Cintas	185523391	Community Center-Mats	08/26/15	\$45.42
Cintas	185524215	Uniforms	09/02/15	\$44.27
Cintas	185524215	Community Center-Mats	09/02/15	\$45.42
Comcast	8155400350238372/815	Internet Service	08/22/15	\$56.45
Comcast	8155400350238372/815	Community Center-Internet Service	08/22/15	\$56.45
Contra Costa Health Services	IN0164582	Community Center-Permit Processing Fee	08/19/15	\$60.00
Contra Costa Health Services	IN0164597	Community Center-Health Permit 15-16	08/19/15	\$388.00
Department of Justice	121577	Community Center-Fingerprint Screen	09/03/15	\$49.00
Discovery Bay Disposal	17-0001966/083115	Com 2 Yd Bin	08/31/15	\$300.53
Discovery Bay Disposal	17-0013218/083115	Community Center-Com 3 YD Bin	08/30/15	\$419.77
Hydropoint Data Systems, Inc.	1033103/HR112853	Weathertrak Service	08/15/15	\$225.00
Neumiller & Beardslee	271636	Community Center-General Services July 2015	08/19/15	\$215.10
Office Depot	785783722001	Community Center-Office Supplies	08/10/15	\$88.03
Office Depot	785783850001	Community Center-Office Supplies	08/08/15	\$5.40
Office Depot	788378917001	Community Center-Office Supplies	08/20/15	\$125.54
Office Depot	788379202001	Community Center-Office Supplies	08/20/15	\$9.45
Sheredan Hart	AUG 2015	Expense Report Aug 2015	08/31/15	\$75.00
Tee Janitorial & Maintenance	7958	Janitorial Service Aug 2015	08/20/15	\$720.00
Tee Janitorial & Maintenance	7958	Community Center-Janitorial Service Aug 2015	08/20/15	\$260.00
Terex Services	90290021	Equipment Maintenance	09/02/15	\$285.00
Total				\$10,792.63

Request For Authorization To Pay Invoices (RFA)
For The Meeting On September 16, 2015
Town of Discovery Bay, D.Bay L&L Park #9 (Ravenswood)
For Fiscal Year's 7/15 - 6/16

<u>Vendor Name</u>	<u>Invoice Number</u>	<u>Description</u>	<u>Invoice Date</u>	<u>Amount</u>
Big Dog Computer	BDC33146	Email Set Up	08/27/15	\$50.00
Brentwood Ace Hardware	808/083115	Small Tools	08/31/15	\$343.63
Brentwood Ace Hardware	808/083115	Equipment Rental	08/31/15	\$41.25
Cintas	185523391	Uniforms	08/26/15	\$36.52
Cintas	185524215	Uniforms	09/02/15	\$36.52
Comcast	8155400350238372/815	Internet Service	08/22/15	\$56.46
Sheredan Hart	AUG 2015	Expense Report Aug 2015	08/31/15	\$75.00
Tee Janitorial & Maintenance	7958	Janitorial Service Aug 2015	08/20/15	\$280.00
			Total	\$919.38



Town of Discovery Bay

"A Community Services District"

AGENDA REPORT

Meeting Date
September 16, 2015

Prepared By: Dina Breitstein, Finance Manager
Submitted By: Rick Howard, General Manager *RH*

Agenda Title

Capacity Fee Charge Report for Fiscal Year 2014-2015

Recommended Action

Approval of the Capacity Fee Charge Report for the Fiscal Year 2014-2015

Executive Summary

Each year, the District is required to prepare a "Capacity Fee Charge" Report within 180 days of the end of each fiscal year. The report identifies those charges deposited into the District's capacity charges account, the amount in the account, how and when the charges were expended, and a description of all improvements completed or to be completed with the capacity charge funds.

For FY 2014/15, Water capacity charges in the amount of \$137,983.00 and Wastewater capacity charges in the amount of \$393,529.00 were collected in the fiscal year. An additional \$78,444.23 has also been paid to account for administrative fees and charges.

No funds were spent during the reporting period. It should be noted, however, that there are a number of projects that will be moving forward which require the expenditure of these funds. The projects are included in the Town's Five-Year Capital Improvement Program.

Fiscal Impact:

Amount Requested \$ N/A

Sufficient Budgeted Funds Available?: (If no, see attached fiscal analysis)

Prog/Fund # Category: Pers. Optg. Cap. -or- CIP# Fund#

Previous Relevant Board Actions for This Item

This is an annual action of the Board.

Attachments

Capacity Fees Collected for 2014-15

Capacity Fee Totals Received FY 2014-2015

Customer	Payment Date	Inv#	Admin/Inspect Fee	W Cap Fee	WW Cap Fee
Precision Plumbing	03/06/15	367	\$ 210.00		
Faultt Homes	09/19/14	336	\$ 570.00	\$ 4,850.00	\$ 12,030.00
Kiper Homes	08/18/14	329	\$ 45,600.00	\$ 23,760.00	\$ 223,120.00
Kiper Homes	03/31/15	371	\$ 10,343.30	\$ 7,523.00	\$ 51,090.00
Kiper Homes	05/28/15	384	\$ 4,137.32	\$ 19,400.00	\$ 20,436.00
Kiper Homes	06/25/15	17	\$ 17,583.61	\$ 82,450.00	\$ 86,853.00

TOTAL \$ 78,444.23 \$ 137,983.00 \$ 393,529.00



Town of Discovery Bay

"A Community Services District"

AGENDA REPORT

Meeting Date
September 16, 2015

Prepared By: Rick Howard, General Manager *RH*
Submitted By: Rick Howard, General Manager

Agenda Title

Odyssey of the Mind Teams utilizing Community Center through March 2016

Recommended Action

As Necessary

Executive Summary

The Byron Union School District has a number of students who participate in a program called Odyssey of the Mind (OM).

The OM program is a creative problem-solving competition involving students from kindergarten through college. The OM program is an independent and separate program from the school's regular curriculum. Team members work together at length to solve a predefined problem (the Long-term Problem); and present their solution to the problem at a competition.

The parent coaches of four Odyssey of the Mind Teams (from Discovery Bay Elementary School) have requested the use of the Discovery Room (the classroom) at the Community Center Monday-through Thursday from 3-5 pm through March 2016. The rental fees for that use if fully billed would be in excess of \$4,800 if the current rental rate structure is adhered and complied with.

The OM teams would like to list the Town as an official sponsor in exchange for the use of the facility.

Staff has permitted the teams to use the Community Center free of charge pending Board input on the subject.

Fiscal Impact:

Amount Requested \$N/A

Sufficient Budgeted Funds Available?: Yes (If no, see attached fiscal analysis)

Prog/Fund # Category: Pers. X Opt. Cap. -or- CIP# Fund#

Previous Relevant Board Actions for This Item

Attachments



Town of Discovery Bay

"A Community Services District"

AGENDA REPORT

Meeting Date
September 16, 2015

Prepared By: Rick Howard, General Manager *RH*
Submitted By: Rick Howard, General Manager

Agenda Title

Sewer Easement from the Discovery Bay Country Club Home Owner's Association to the Town of Discovery Bay

Recommended Action

Authorize the General Manager to execute all Easement Documents necessary to effectuate a sewer easement to the Town of Discovery Bay from St. Andrews to Discovery Bay Boulevard on Clubhouse Drive.

Executive Summary

The Discovery Bay Country Club (DBCC) Home Owner's Association would like to relocate the existing guard house to a point easterly on Clubhouse Drive to alleviate traffic back up on Discovery Bay Boulevard. The proposed location of the new guard house sits atop the Town's sewer main feeding the DBCC community.

In the event the Town should have to remove the sewer line for whatever reason, there does not currently exist a sewer easement on that stretch of roadway that would allow unfettered access to the town's underground infrastructure. While the DBCC HOA has indicated by letter (attached) that they would be responsible for any structures (and possible demolition or relocation) should the need arise, the Town would require that the DBCC record an easement to the Town for the sewer main, memorializing the action. Attached is the easement that would be executed by the parties, recorded, and become a part of the official record.

Fiscal Impact:

Amount Requested \$N/A
Sufficient Budgeted Funds Available?: Yes (If no, see attached fiscal analysis)
Prog/Fund # Category: Pers. X Opt. Cap. -or- CIP# Fund#

Previous Relevant Board Actions for This Item

N/A

Attachments

- 1) Letter from DBCC HOA requesting permission to locate new guard house on top of the Town sewer line
- 2) Draft Easement Drawings

AGENDA ITEM: F-2

DISCOVERY BAY RESIDENTIAL COUNTRY CLUB ASSOCIATION

August 19, 2015

Town of Discovery Bay
Board of Directors
1601 Discovery Bay Blvd
Discovery Bay, CA 94505

Attention: Rick Howard
Town General Manger

Subject: Clubhouse Drive Guard House Relocation

Dear Mr. Howard:

The Discovery Bay Country Club Residential Association (DBCCRA) is developing a project to construct improvements to its entrance on Clubhouse Drive from Discovery Bay Blvd. The improvements will consist of: remodeling entry gate approach; lengthening stacking lanes; relocating the existing entry guard house; creating a parking stall for the security staff vehicle; and enhancing the vehicle turn around area. This is being done for safety, efficiency, homeowner convenience and to correct the deficiencies of the original design and construction.

Clubhouse Drive is owned and maintained by the DBCCRA and the proposed improvements will be constructed under the supervision of the DBCCRA in accordance the Community CC&Rs and per construction documents prepared by licensed civil engineers, surveyors and architects. The plans will include a relocated guard house structure that will be reviewed by appropriate agencies, for verification of Building Code and ADA compliance. The construction will be done by licensed contractors.

The relocated guard house is to be constructed above an existing Town of Discovery Bay sewer line. The Town has been granted easements for sewer lines in the DBCCRA owned streets. The DBCCRA is willing to assume the risk of building the guard house over the existing sewer line.

If in the future, this sewer line under the proposed guard house location needs repair or upsizing by the Town and it cannot be done reasonably with trenchless construction methods, the DBCCRA will assume the cost of rebuilding or relocating the guard house to accommodate the work.

As part of our engineering and design process, the Discovery Bay Country Club Residential Association requests this issue be placed on the Town's earliest Board meeting agenda so Board can review and act on our request for a formal written acknowledgement and concurrence with the DBCCRA's proposal outlined in this letter.

Sincerely,

Walter Shipilov
President
Discovery Bay Country Club Residential Association

CC: Town Director Bill Pease
Town Director Mark Simon
Town Director Kevin Graves
Town Director Robert Leete
Town Director Chris Steele

RECORDING REQUESTED BY:
Discovery Bay Country Club
Residential Association
When Recorded Mail Document to:
Walter Shipilov
5380 Edgeview Drive
Discovery Bay, Ca 94505

Space Above this line is for Recorder's Use

SANITARY SEWER UTILITY EASEMENT

This Sanitary Sewer Utility Easement (“**Agreement**”) is made and entered into on the ____ day of _____, 2015, by and between the Discovery Bay Country Club Residential Association (“**Association**” or “**Grantor**”), and the Town of Discovery Bay Community Services District (“**TODB**” or “**Grantee**”).

Recitals

A. **Grantor Property.** Grantor is the owner of certain real property located in the Town of Discovery Bay, County of Contra Costa, commonly referred to as Country Club Drive from Discovery Bay Boulevard to St. Andrews Drive (“**Grantor Property**”), which is depicted on the map attached as Exhibit “A”.

B. **Grantee Property.** Grantee owns, operates, uses, repairs and maintains underground sanitary sewer lines and facilities (“**Grantee Property**”) under Grantor’s Property.

Grant of Easement

A. **Sanitary Sewer Utility Easement.** Grantor hereby grants and conveys to Grantee the Sanitary Sewer Utility Easement consisting of a non-exclusive easement located underneath the Grantor Property, depicted in Exhibit A, to use, operate, maintain, repair and replace underground sanitary sewer lines and facilities (“**Facilities**”).

B. **Retained Rights.** Grantor retains all rights to use the areas of the Sanitary Sewer Utility Easement except for the area occupied by the Facilities and may use such areas in any manner it sees fit except that Grantor shall not disturb the Facilities without the prior written consent of Grantee.

Terms and Conditions to Grants of Easement

1. **Agreement.** The Grantor and Grantee, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged hereby agree to the following terms and conditions to the grant of the Sanitary Sewer Utility Easement.

2. **Notice.** Grantee shall give Grantor written notice at least ten (10) days before commencing any replacement, repair or maintenance of the Facilities. In the event of an emergency requiring the repair or replacement of any part of the Facilities, Grantee shall give Grantor such notice as is reasonable under the circumstances.

3. **Period of Repair.** Grantee shall carry out all replacement, repair and maintenance expeditiously and continuously, in such a manner so as to minimize the disruption, inconvenience and impact to the easement area and the Grantor Property.

4. **Grantee's Cost.** Grantee shall, at its sole cost and expense, effect all installation, replacement, repair or maintenance of the Facilities.

5. **Restoration of Property.** After completion of any work on the Grantor Property, Grantee shall restore the Grantor Property to the condition immediately before such work which shall include landscaping. Restoration of an entrance guard house erected by Grantor over the easement shall be restored at the sole cost of the Grantor.

6. **Binding on Successors.** The rights and obligations described in this Agreement shall run with the land and shall be binding upon and shall inure to the benefit of the Grantor Property, Grantor, the Grantee Property and Grantee, and their respective successors-in-interest to the properties burdened and benefitted by the Sanitary Sewer Utility Easement. Grantor, Grantee, and their respective successors-in-interest shall be bound by this Agreement only with respect to events or violations that occurred during the period such party is the fee owner of any portion of the Grantor Property or the Grantee Property, as applicable, for obligations, liabilities or responsibilities that accrue during said period. Although a party may be released from liability pursuant to this Section, the Sanitary Sewer Utility Easement and the rights and obligations described in this Agreement shall continue to run with the land.

7. **Notices.** All notice or other communications required or permitted hereunder will be in writing, and will be personally delivered or sent by registered, or certified mail, postage prepaid, return receipt requested, overnight courier, facsimile or electronic mail and will be deemed received upon the earlier of (a) if personally delivered, the date of delivery to the address of the person to receive such notice, (b) if mailed, four (4) business days after the date of posting by the United States post office, (c) if given by overnight courier, upon receipt by the person to receive such notice, or (d) if sent by facsimile or electronic mail, when sent. Any notice, request, demand, direction or other communication sent by facsimile or electronic mail must be confirmed within forty eight (48) hours by letter mailed or delivered in accordance with the foregoing:

To Grantor:

To Grantee: Town of Discovery Bay, CSD
1800 Willow Lake Road
Discovery Bay, CA 94505-9376
Telephone: (925) 634-1131
Facsimile: (925)
Attention: General Manager

8. **Waiver**. The waiver by any party of a breach or violation of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach or violation of this Agreement.

9. **Headings**. The headings of sections in this Agreement are for convenience only; they form no part of this Agreement and shall not affect its interpretation.

10. **Attorneys' Fees and Costs**. In any action to enforce the provisions of the Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and cost of suit.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative on the date first written above.

GRANTOR:

DISCOVERY BAY COUNTRY CLUB
RESIDENTIAL ASSOCIATION

By: Walter Shipilov, President

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



www.atia.com
 8660 Backhawk Road, Danville, CA 94508
 9210 Douglas Boulevard, Fairfield, CA 94504
 T 925.542.3800 T 916.775.1800
 3350 Pulman Street, Costa Mesa, CA 92626
 1801 Orange Tree Lane, Redlands, CA 92374
 T 714.336.1600 T 909.871.8150

REV	REVISIONS/SURE	DATE
X		

KEY PLAN

PROFESSIONAL STAMP

APPROVALS

NOT FOR CONSTRUCTION

DATE: XX/XX/XX

PROJECT FILE

ENTRANCE MODIFICATIONS
DISCOVERY BAY HOA
CLUBHOUSE DRIVE
DISCOVERY BAY, CA

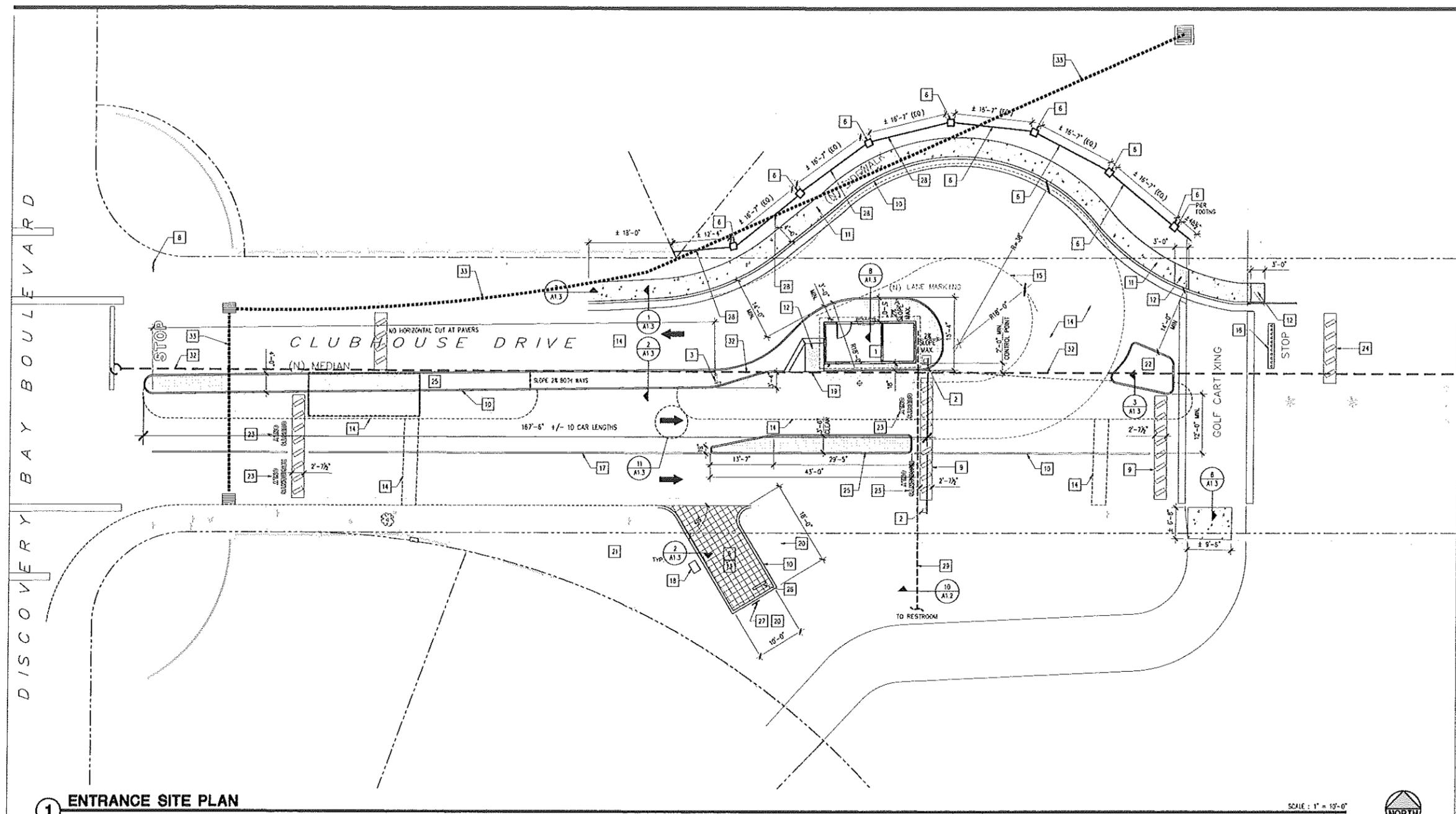
SHEET FILE

SITE PLAN

DATE: 02/06/15
 SCALE: 1" = 10'-0"
 DRAWN/DESIGNED BY: VCA RC
 CHECKED BY: DS
 JOB NO: 07001
 CAD FILE: +A11_SITE.dwg
 SHEET NO:

A1.1

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1 ENTRANCE SITE PLAN

SCALE: 1" = 10'-0"



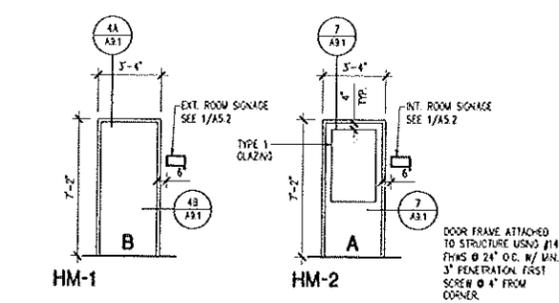
LEGEND:

	(N) CONCRETE WALK
	(N) AC PAVING
	(E) TREE

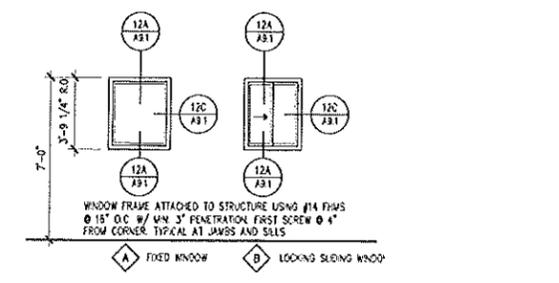
SHEET KEYNOTES:

1 (N) GUARD STATION	15 TURN RADIUS FOR CARS	30 (N) AC PAVING, PATCH AT REMOVED SPEED BUMP
2 RELOCATED VEHICLE GATE & CONTROLLER, S.E.D.	16 (N) TRAFFIC SPIKE STRIP	31 BACKFILL & COMPACT TO 95% ϕ DEMOLISHED GUARD SHACK
3 RELOCATED POST MOUNT LICENSE PLATE CAMERA, S.E.D.	17 (N) 4" WIDE ROAD STRIPING	32 (E) SEWAGE LINE, S.C.D.
4 NOT USED	18 (N) EV CHARGING STATION	33 (E) STORM DRAIN LINE, S.C.D.
5 (N) CONCRETE PAVERS	19 (N) CURB CUT W/ TRUNCATED DOWNS, SEE DETAIL 3/A1.2	
6 (N) MASONRY PER. BRICK TO MATCH EXISTING CONDITION. SEE DETAIL 5/A1.2	20 (E) ABOVE GRADE ELECTRICAL BOX	
7 (N) ORNAMENTAL STEEL FENCE AT U-TURN	21 (E) POBE VAULT	
8 (N) STOP SIGNAGE	22 (N) CONCRETE ISLAND W/ CONCRETE CURB	
9 (N) SPEED BUMP W/ STRIPING TO MATCH (E)	23 (N) 12" HIGH PAINTED LETTERS	
10 (N) CONCRETE CURB	24 (E) SPEED BUMP W/ STRIPING	
11 (N) CONCRETE SIDEWALK	25 (N) PAVERS THROUGHOUT NEW ISLAND	
12 (N) TRUNCATED DOME WARNING TILE, SEE DETAIL 12/A1.2	26 (N) WHEEL STOP, SEE DETAIL 12/A1.3	
13 (N) PARKING STALL FOR GUARD	27 (N) PARKING SIGN, SEE DETAIL 2/A1.2	
14 (N) AC PAVING	28 (N) BRICK PANEL, 6"-0" HIGH TO MATCH EXISTING	
	29 (N) UTILITY TRENCH SEE DETAIL 10/A1.2. ROUTE FROM EXISTING RESTROOM UTILITIES.	

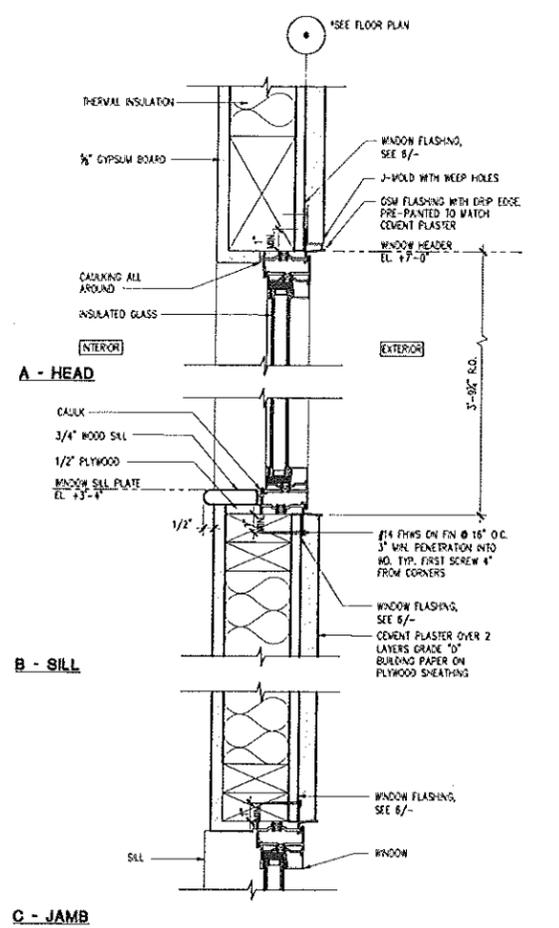
SHEET NOTES:



9 FRAME TYPES SCALE: 1/4"=1'-0"



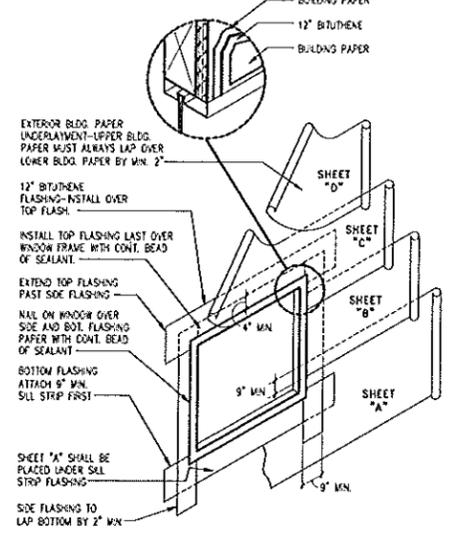
10 WINDOW TYPES SCALE: 1/4"=1'-0"



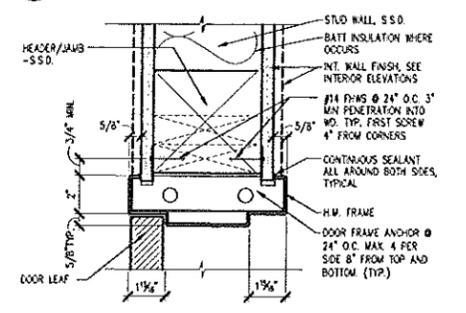
12 TYP DETAILS EXT WINDOW SCALE: 3/8"=1'-0"

DOOR NUMBER	NOMINAL SIZE		TYPE	MATERIAL	LOUVER	DOOR			FRAME	HARDWARE GROUP	SIGNAGE TEXT	SIGNAGE DETAIL		REMARKS	
	W	H				HEAD DET.	JAMB DET.	TRUCK DET.				ROOM SIGNAGE	EXT SIGNAGE		
101	3'-0"	7'-0"	A	HM	-	4A/A31	4B/A31	4C/A31	HM-2	HM	1	BUILDING #	2/A32	1/A32	
102	3'-0"	7'-0"	B	MO	-	7/A31	7/A31	8/A31	HM-1	HM	2	RESTROOM	1/A32	-	

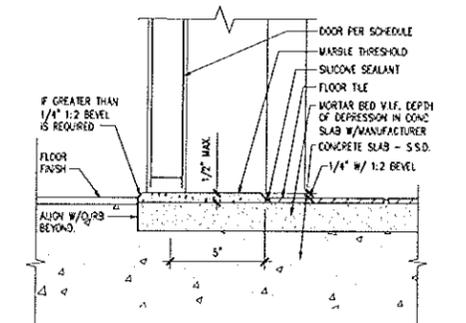
WINDOW & LOUVER NUMBER	NET WINDOW SIZE		WINDOW/OVER			REMARKS
	WIDTH	HEIGHT	HEAD	JAMB	SILL	
A	3'-3 1/2"	3'-9 1/4"	12A/A31	12B/A31	12C/A31	TYPE 2
B	3'-1 1/2"	3'-9 1/4"	12A/A31	12B/A31	12C/A31	TYPE 2



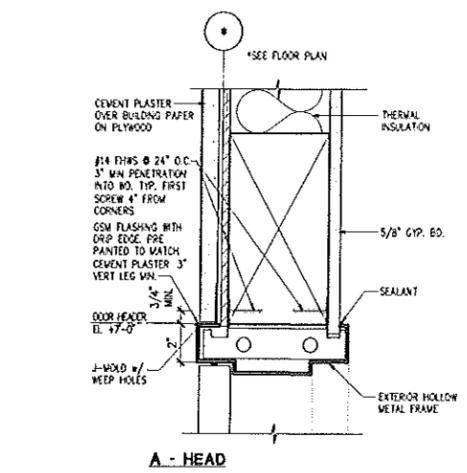
6 TYP. WINDOW FLASHING SCALE: N.T.S.



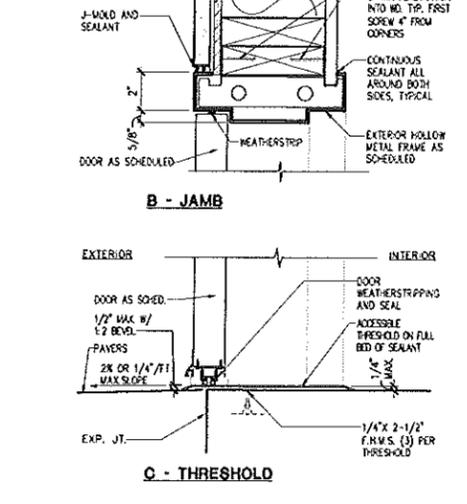
7 HEAD-INTERIOR DOOR JAMB SIMILAR SCALE: 3/8"=1'-0"



8 THRESHOLD AT TOILET SCALE: 3/8"=1'-0"



4 TYP DETAILS EXT DOOR SCALE: 3/8"=1'-0"



11 TYP DETAILS EXT WINDOW SCALE: 3/8"=1'-0"

ATI ARCHITECTS ENGINEERS
www.atiaa.com
3500 Blackhawk Road Danville, CA 94508 T 925.444.8800
2515 Douglas Boulevard Pleasanton, CA 94566 T 925.724.1909
3050 Pullman Street Costa Mesa, CA 92626 T 714.358.1600
1921 Orange Tree Lane Folsom, CA 95757 T 916.351.8150

REV.	REVISIONS/ISSUE	DATE
X		

PROFESSIONAL STAMP
APPROVALS

NOT FOR CONSTRUCTION
DATE: XX/XX/XX

PROJECT TITLE
ENTRANCE MODIFICATIONS DISCOVERY BAY HOA CLUBHOUSE DRIVE DISCOVERY BAY, CA

PROJECT TITLE
WINDOW & DOOR DETAILS

DATE: 02/06/15 SCALE: AS NOTED
DRAWN/DESIGNED BY: RC CHECKED BY: RC
JOB NO: D7001
CAD FILE: +A91.dwg
SHEET NO:

A9.1



Town of Discovery Bay

"A Community Services District"

AGENDA REPORT

Meeting Date

September 16, 2015

Prepared By: Rick Howard, General Manager
Submitted By: Rick Howard, General Manager *RH*

Agenda Title

Pre-annexation Agreement(s) between the Town of Discovery Bay Community Services District and (1) Disco Bay Partners LLC (Newport Pointe); and (2) Pantages at Discovery Bay LLC.

Recommended Action

Authorize the General Manager to execute Pre-Annexation Agreement(s) between the Town of Discovery Bay and: (1) Disco Bay Partners LLC (Newport Pointe); and (2) Pantages at Discovery Bay LLC (Pantages Bays) to effectuate the future annexation of those residential development projects into the Town of Discovery Bay District boundaries.

Executive Summary

Staff and Legal have been working with the project developers for Newport Pointe and Pantages at Discovery Bay for the better part of a year on proposed pre-annexation agreement(s) for the Newport Pointe and Pantages at Discovery Bay residential development projects. The agreements have been thoroughly negotiated between the respective parties. Both agreements are similar in their basic terms and conditions, although both vary based on the specific characteristics of each project.

The pre-annexation agreements are necessary due to the fact that Newport Pointe is entirely out of the Town's boundary line and a majority of the Pantages property is also not in the boundary. The attached map depicts the projects and their respective boundaries.

Both Newport Pointe and Pantages have finalized local land use requirements and have obtained all necessary environmental clearances to proceed with their projects. Both projects still have environmental clearances that need to be obtained through the U.S. Army Corps of Engineers as well as other state and regulatory agencies.

Inasmuch as both projects lie outside of the TODB boundary (both are included within the Sphere of Influence), the applicants have submitted applications to the Local Agency Formation Commission (LAFCO) seeking formal annexation of their respective projects into the Town of Discovery Bay. The proposed pre-annexation agreements identify terms of the annexation, responsibilities of the parties, and the time frame necessary to accept the projects into the District.

The proposed agreements are attached and included as a part of this report. However, the basic terms of each agreement, while similar, are tailored to each of the two projects due to the different project characteristics.

The following pages of this report breakdown both proposed terms of each particular agreement. The key components of each agreement are reprinted from the proposed agreement.

Staff recommends approval of each of the respective proposed Pre-Annexation Agreements.

Fiscal Impact:

Amount Requested \$ N/A

Sufficient Budgeted Funds Available?: (If no, see attached fiscal analysis)

Prog/Fund # Category: Pers. Optg. Cap. -or- CIP# Fund#

Previous Relevant Board Actions for This Item

October 2, 2013 - Pre-Annexation Reimbursement Agreements between the parties.

Attachments

Proposed Pre-Annexation Agreements between the Town of Discovery Bay and (1) Disco Bay Partners LLC (Newport Pointe); and (2) Pantages at Discovery Bay LLC.

AGENDA ITEM: F-3

Pantages Terms and Conditions:

3. Conditions Precedent. As conditions precedent to TODB providing water and wastewater service to the Property, Owner shall:

- a. Create a community facilities district, recreation district (or similar entity) and impose a proposed tax, fee, charge or assessment, consistent with the processes required by Proposition 218 as specified in the California Constitution Article XIII D, and the California Government Code, Sections 53750 *et seq.*, for recreation or similar purposes including, but not limited to, a community center and Discovery Bay parks, maintained landscape areas, and recreation facilities.
- b. Pay all fees imposed, charged, or assessed by TODB arising out of or connected with the future development of Owner's property including, but not limited to, connection fees, capacity fees, utility permit fees, and inspection fees for water and sewer service connections ("Development Fees"). Owner shall pay actual Development Fees at time of application for a building permit. In the event that the Owner has not begun to pull building permits within 7 years from the date of execution of this Agreement, Owner shall either:
 - i. Voluntarily relinquish all reserved water and sewer capacity, or;
 - ii. Pay 100% of the actual Development Fees in place at that time. Should the Owner pay Development Fees under this section the Owner shall also pay any fee increase between year 7 and actual building permit application at the time of application of each building permit. This provision may be extended at the discretion of the Board of Directors after a formal written request has been received by the Town no less than 180 days before the (7 year) expiration date.
- c. Owner and TODB will each offer necessary easements to the other party for ingress and egress to any public facilities owned or operated by TODB located on Owner's property or for access to the project. The locations of said easements will be determined by TODB and on reasonable terms and conditions. Additional project access easements have been determined in the planning process conducted by Contra Costa County.
- d. Proportionally fund a study, (based upon percentage of dwelling units), to examine expanding the water and wastewater treatment plant to allow for future development.
- e. Pay all fees imposed, charged or assessed by LAFCo on TODB or Owner arising out of or connected with any LAFCo approval and agree to cooperate in such LAFCo proceedings concerning Owner's property.
- f. Enter into and fully perform under all agreements customarily and regularly required by TODB of a property owner seeking to connect his/her property to TODB's water and/or wastewater system.
- g. Comply with all regulations, ordinances, policies and rules governing the provision and receipt of water and wastewater service from TODB, including but not limited to Ordinance No. 24 which regulates the installation of residential and non-residential water softening appliances.
- h. Create a homeowners association, under all applicable California law, which shall be solely responsible for operating and maintaining all wetland and open space areas within the Property.

Newport Pointe Terms and Conditions:

3. Conditions Precedent. As conditions precedent to TODB providing water and wastewater service to the Property, Owner shall:

- i. Create a community facilities district, recreation district (or similar entity) and impose a proposed tax, fee, charge or assessment, consistent with the processes required by Proposition 218 as specified in the California Constitution Article XIII D, and the California Government Code, Sections 53750 *et seq.*, for recreation or similar purposes including, but not limited to, a community center and Discovery Bay parks, maintained landscape areas, and recreation facilities.
- j. Pay all fees imposed, charged, or assessed by TODB arising out of or connected with the future development of Owner's property including, but not limited to, connection fees, capacity fees, utility permit fees, and inspection fees for water and sewer service connections ("Development Fees"). Owner shall pay actual Development Fees at time of application for a building permit. In the event that the Owner has not begun to pull building permits within 7 years from the date of execution of this Agreement, Owner shall either:
 - i. Voluntarily relinquish all reserved water and sewer capacity, or;
 - ii. Pay 100% of the actual Development Fees in place at that time. Should the Owner pay Development Fees under this section the Owner shall also pay any fee increase between year 7 and actual building permit application at the time of application of each building permit. This provision may be extended at the discretion of the Board of Directors after a formal written request has been received by the Town no less than 180 days before the (7 year) expiration date.

- k. Owner and TODB will each offer necessary easements to the other party for ingress and egress to any public facilities owned or operated by TODB located on Owner's property or for access to the project. The locations of said easements will be determined by TODB and on reasonable terms and conditions. Additional project access easements have been determined in the planning process conducted by Contra Costa County.
- l. Proportionally fund a study, (based upon percentage of dwelling units), to examine expanding the water and wastewater treatment plant to allow for future development.
- m. Pay all fees imposed, charged or assessed by LAFCo on TODB or Owner arising out of or connected with any LAFCo approval and agree to cooperate in such LAFCo proceedings concerning Owner's property.
- n. Enter into and fully perform under all agreements customarily and regularly required by TODB of a property owner seeking to connect his/her property to TODB's water and/or wastewater system.
- o. Comply with all regulations, ordinances, policies and rules governing the provision and receipt of water and wastewater service from TODB, including but not limited to Ordinance No. 24 which regulates the installation of residential and non-residential water softening appliances.
- p. Create a homeowners association, under all applicable California law, which shall be solely responsible for operating and maintaining all wetland and open space areas within the Property.

**PRE-ANNEXATION AGREEMENT BETWEEN
THE TOWN OF DISCOVERY BAY AND
DISCOVERY BAY PARTNERS, LLC (NEWPORT POINTE)**

This Pre-Annexation Agreement (the “Agreement”), by and between the Town of Discovery Bay Community Services District (“TODB”) and Disco Bay Partners, LLC, a California limited liability company (“Owner”) is dated and effective as of _____, 2015 (“Effective Date”).

Recitals

A. Owner is the fee simple owner of that certain land commonly known as Assessor Parcel Number _____ and more particularly described in Exhibit A (“Property”).

B. The Property is located outside the boundaries of but within the Sphere of Influence for Discovery Bay.

C. Owner desires to have TODB provide water and wastewater service to the Property.

D. The parties hereto wish to set forth the terms and conditions under which TODB agrees to provide water and wastewater services to the Property.

E. TODB has planned for, secured all regulatory approvals, financed through bonding and begun to implement needed infrastructure to provide water and wastewater service to Newport Pointe and other nearby projects.

F. TODB has adopted a revised annexation fee program which will allow it to recover the fair share costs of new infrastructure designed to provide water and wastewater service to Newport Pointe and other nearby projects.

G. TODB is implementing the improvements to water and wastewater infrastructure though a schedule which will allow service to Newport Pointe and other nearby projects in a timely manner. It is anticipated that water and wastewater will be fully available prior to any request for service from Newport Pointe.

Agreement

NOW, THEREFORE, TODB and Owner agree to the following terms, covenants, and conditions.

1. Provision of Water/Wastewater Services. TODB agrees to provide water and wastewater service to the Property subject to the terms and conditions of this Agreement.

2. Consent to Future Annexation or Reorganization. Owner hereby irrevocably consents to and petitions, and waives its right to protest, for the future annexation of the Property to the Town of Discovery Bay and agrees to cooperate in such annexation upon the request of TODB or LAFCo, including the payment of applicable processing fees for the annexation of the Property. If the annexation proceeding includes other changes of agency jurisdictional boundaries in addition to the annexation, such as a detachment from a county service area, (*i.e.*, the proceeding is referred to as a “reorganization”) Owner also consents/petitions to such other changes of agency jurisdictional boundaries included in the “reorganization proceeding. Owner shall not challenge or otherwise hinder the annexation/reorganization, directly, indirectly, or in any other manner. Owner understands and agrees that this consent/petition to annexation includes all obligations attendant upon annexation, including any and all taxes, assessments and fees that TODB imposes upon property within Discovery Bay. TODB shall not object to nor hinder directly nor indirectly the annexation of the project into its service area. TODB shall not unnecessarily delay the implementation of the infrastructure improvements contemplated in the recitals.

3. Conditions Precedent. As conditions precedent to TODB providing water and wastewater service to the Property, Owner shall:

- a. Create a community facilities district, recreation district (or similar entity) and impose a proposed tax, fee, charge or assessment, consistent with the processes required by Proposition 218 as specified in the California Constitution Article XIID, and the California Government Code, Sections 53750 *et seq.*, for recreation or similar purposes including, but not limited to, a community center and Discovery Bay parks, maintained landscape areas, and recreation facilities.
- b. Pay all fees imposed, charged, or assessed by TODB arising out of or connected with the future development of Owner’s property including, but not limited to, connection fees, capacity fees, utility permit fees, and inspection fees for water and sewer service connections (“Development Fees”). Owner shall pay actual Development Fees at time of application for a building permit. In the event that the Owner has not begun to pull building permits within 7 years from the date of execution of this Agreement, Owner shall either:
 - i. Voluntarily relinquish all reserved water and sewer capacity, or;
 - ii. Pay 100% of the actual Development Fees in place at that time. Should the Owner pay Development Fees under this section the Owner shall also pay any fee increase between year 7 and actual building permit application at the time of application of each building permit. This provision may be extended at the discretion of the Board of Directors after a formal written request has been received by the Town no less than 180 days before the (7 year) expiration date.
- c. Owner and TODB will each offer necessary easements to the other party for ingress and egress to any public facilities owned or operated by TODB located on

Owner's property or for access to the project. The locations of said easements will be determined by TODB and on reasonable terms and conditions. Additional project access easements have been determined in the planning process conducted by Contra Costa County.

- d. Proportionally fund a study, (based upon percentage of dwelling units), to examine expanding the water and wastewater treatment plant to allow for future development.
- e. Pay all fees imposed, charged or assessed by LAFCo on TODB or Owner arising out of or connected with any LAFCo approval and agree to cooperate in such LAFCo proceedings concerning Owner's property.
- f. Enter into and fully perform under all agreements customarily and regularly required by TODB of a property owner seeking to connect his/her property to TODB's water and/or wastewater system.
- g. Comply with all regulations, ordinances, policies and rules governing the provision and receipt of water and wastewater service from TODB, including but not limited to Ordinance No. 24 which regulates the installation of residential and non-residential water softening appliances.
- h. Create a homeowners association, under all applicable California law, which shall be solely responsible for operating and maintaining all wetland and open space areas within the Property.

4. Indemnification. The Owner and its successors in interest hereby agree to indemnify, defend with counsel reasonably acceptable to TODB, release and hold the Town of Discovery Bay and its elective and appointive boards, commissions, officers, agents, and employees ("Indemnitees") harmless from and against any and all past and future allegations, claims, demands, causes of action, damages, losses, liabilities of any kind and/or expenses (collectively referred to as "Liabilities"), including without limitation attorney's fees, experts' fees, and witness costs, that may be asserted or incurred, as the case may be, by any person or entity, including Owner, Owner's heirs, successors or predecessors in interest or assignees, including, but not limited to, liability or claims for damages for personal injury, or death, inverse condemnation, interference with prospective economic advantage, and/or real or personal property damage, arising out of or in connection with: (i) the prior provision of water and wastewater service to the Property, or the failure thereof; (ii) the activities of Owner, his/her/its agents, officers, employees, in performing any work or improvement on the subject property or to connect the property to water or wastewater service; (iii) Owner's performance or non-performance under this Agreement or breach of this Agreement; (iv); TODB's approval of this Agreement or any of its actions relating thereto; (v) TODB's compliance or non-compliance with the California Environmental Quality Act ("CEQA") or any other law applicable to the approval, processing and implementation of this Agreement, the provision of water and/or wastewater service to the property, or any LAFCo approvals; (vi) interruptions in the provision of water

and/or wastewater service to the Property once the Property is connected to water and wastewater service; (vii) TODB's charging of water rates to Owner and/or its successors in interest that are higher than the rates charged to property owners whose properties are located within TODB's territorial limits; and (viii) Owner's violation of any law, ordinance or regulation, whether or not there is concurrent, passive negligence on the part of the Indemnitees. Owner also agrees to reimburse Indemnitees for their reasonable expenses incurred as a result of any legal action or proceeding initiated against Indemnitees in which the Liabilities are asserted against or sought to be imposed upon TODB. Such expenses may include, but are not limited to, fees and costs awarded to the opposing party, the Indemnitees' attorneys' fees and charges, the cost of preparing the record for any such action, including TODB staff costs and all other costs and expenses the Indemnitees may incur as a result of any such action or proceeding. The parties hereto expressly agree that no public interest or public policy is implicated or involved in the matters for which this indemnification is entered into and that this agreement is not void or voidable pursuant to California Civil Code Section 1668, and the parties waive all rights or protections provided pursuant to said section.

5. Binding on Successors in Interest; Run with the Land. This Agreement shall be a covenant running with the land and binding on Owner's heirs, assigns, and successors in interest to the Property. This Agreement shall be recorded against the Property and shall run with the Property and each part thereof until terminated in the manner provided for herein, and is intended by the parties to be a covenant and restriction which shall run with the land under and pursuant to California Civil Code Section 1468, or its successor provision, if any.

6. Termination Upon Annexation. This Agreement and covenant shall automatically terminate as to the Property or any part thereof at such time as the Property or such part thereof is annexed to the territory of TODB and all conditions contained herein have been satisfied.

7. Notices. All notices and demands of any kind that either party may be required or desires to serve upon the other party shall be in writing and shall be served upon such other party by personal service; or by mailing a copy thereof, certified or registered mail, postage prepaid; or by overnight mail; or by facsimile or e-mail, addressed as follows:

If to Discovery Bay: Town of Discovery Bay CSD
1800 Willow Lake Rd
Discovery Bay, CA 94505
Attention: General Manager
Telephone: (925) 634-1131
Facsimile: (925) 513-2705

If to Owner: Disco Bay Partners, LLC

8. Construction of Terms; Severability. All parts of this Agreement shall be construed according to their plain meaning and shall not be construed in favor or against either of the

parties. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, in whole or in part, the remainder of this Agreement shall remain in full force and effect and shall not be affected, impaired or invalidated thereby.

9. Owner's Authority. Owner has the full right, capacity, power and authority to enter into and carry out the terms of this Agreement. Owner is the sole owner in fee simple of the Property and to Owner's knowledge, no other person or entity has any right or interest in the Property.

10. Counterparts. This Agreement may be executed in any number of counterparts and each counterpart shall be deemed to be an original document. Delivery of the executed Agreement may be accomplished by facsimile transmission, and if so, the facsimile copy shall be deemed an executed original counterpart of the Agreement. All executed counterparts together shall constitute one and the same document, and any signature pages, including facsimile copies thereof, may be assembled to form a single original document.

11. Further Assurances. Each party will, whenever and as often as it shall be requested to do so by the other party, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any and all such further conveyances, assignments, approvals, consents and any and all other documents and do any and all other acts as may be reasonably necessary to carry out the intent and purpose of this Agreement.

12. Entire Agreement. This Agreement, together with all exhibits hereto and documents referred to herein, if any, constitutes the entire agreement among the parties hereto with respect to the subject matter hereof, and supersedes all prior understandings and agreements. All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement whether or not actually attached.

13. Amendments. This Agreement may be modified only by a writing signed by both parties.

14. Legal Advice. Each party has had the opportunity to receive independent legal advice from its attorneys with respect to the advisability of executing this Agreement and the meaning of the provisions hereof.

15. Attorney's Fees. Each party shall bear its own attorneys' fees and expenses in the preparation and review of this Agreement. In the event of any litigation or other action between the parties arising out of or relating to this Agreement or the breach thereof, the prevailing party shall be entitled, in addition to such other relief as may be granted, to its reasonable costs and attorneys' fees.

16. Headings and Titles. The captions of the articles or sections of this Agreement are only to assist the parties in reading this Agreement and shall have no effect upon the construction or interpretation of any part hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

OWNER
Disco Bay Partners, LLC
a California limited liability company

Town of Discovery Bay
Community Services District,
political subdivision of the
State of California

By: _____
Title: _____

By: _____
Rick Howard, General Manager

Approved as to Form:

By: _____
Rod A. Attebery
General Counsel



**PRE-ANNEXATION AGREEMENT BETWEEN
THE TOWN OF DISCOVERY BAY
AND
PANTAGES AT DISCOVERY BAY, LLC, C & D DISCOVERY BAY LLC
AND WATERFRONT LOTS, LLC**

This Pre-Annexation Agreement (the “Agreement”), by and between the Town of Discovery Bay Community Services District (“TODB”) and Pantages at Discovery Bay, LLC, a California limited liability company (“Developer”), C & D Discovery Bay LLC, a California limited liability company, and Waterfront Lots, LLC, a California limited liability company (“Owners”) (collectively Developer and Owners are referred to herein singularly as “Applicant”) is dated and effective as of _____, 2015 (“Effective Date”).

Recitals

A. Owners are the fee simple owners, each with an undivided 50% interest, of that certain land commonly known as Assessor’s Parcel Numbers 004-010-006-7, 004-032-005-03, 004-032-006-1, 004-032-007-9, 004-032-062-4, 011-220-010-0, 011-220-017-5, 011-220-0183-3, 011-230-006-6 and 011-230-007-4, and more particularly described in Exhibit A (“Property”).

B. The Property is located, for the most part, outside the boundaries of but within the Sphere of Influence for Discovery Bay.

C. Applicant desires to have TODB provide water and wastewater service to the Property.

D. The parties hereto wish to set forth the terms and conditions under which TODB agrees to provide water and wastewater services to the Property.

Agreement

NOW, THEREFORE, TODB and Applicant agree to the following terms, covenants, and conditions.

1. Provision of Water/Wastewater Services. TODB agrees to provide water and wastewater service to the Property subject to the terms and conditions of this Agreement.

2. Consent to Future Annexation or Reorganization. Owners hereby irrevocably consent to and petitions, and waives its right to protest, for the future annexation of the entire Property to the Town of Discovery Bay and agrees to cooperate in such annexation upon the request of TODB or LAFCo, including the payment of applicable processing fees for the annexation of the Property. If the annexation proceeding includes other changes of agency jurisdictional boundaries in addition to the annexation, such as a detachment from a county service area, (*i.e.*, the proceeding is referred to as a “reorganization”) Owners also consent/petition to such other changes of agency jurisdictional boundaries included in the “reorganization proceeding. Owners

shall not challenge or otherwise hinder the annexation/reorganization, directly, indirectly, or in any other manner. Owners understand and agree that this consent/petition to annexation includes all obligations attendant upon annexation, including any and all taxes, assessments and fees that TODB imposes upon property within Discovery Bay.

3. Conditions Precedent. As conditions precedent to TODB providing water and wastewater service to the Property, Owner or Applicant, as applicable, shall:

- a. Create a community facilities district, recreation district (or similar entity) and impose a proposed tax, fee, charge or assessment, consistent with the processes required by Proposition 218 as specified in the California Constitution Article XIID, and the California Government Code, Sections 53750 *et seq.*, for recreation or similar purposes including, but not limited to, a community center and Discovery Bay parks, maintained landscape areas, and recreation facilities.
- b. Pay all fees imposed, charged, or assessed by TODB arising out of or connected with the future development of Owners' property including, but not limited to, connection fees, capacity fees, utility permit fees, and inspection fees for water and sewer service connections ("Development Fees"). Owners shall pay actual Development Fees at time of application for a building permit. TODB shall reserve water and sewer capacity for the future development of Owners' Property. Provided, however, in the event that Owner or Applicant has not begun to pull building permits within 7 years from the date of execution of this Agreement, Owner or Applicant shall either:
 - i. Voluntarily relinquish all reserved water and sewer capacity, or;
 - ii. Pay 100% of the actual Development Fees in place at that time. Should Owner pay Development Fees under this section, Owner or Applicant shall also pay any fee increase between year 7 and actual building permit application at the time of application of each building permit. These provisions for reserved capacity in 3.b. above may be extended at the discretion of the Board of Directors after a formal written request has been received by the Town no less than 180 days before the (7 year) expiration date.
- c. Consent to the payment of a community center fee of \$2,500 per unit. The fee shall be paid at building permit application.
- d. Owners will offer easements to TODB for ingress and egress to any public facilities owned or operated by TODB located on Owners' Property. The locations of said easements will be determined by TODB and on reasonable terms and conditions.

- e. Proportionally fund a study, (based upon percentage of dwelling units), to examine expanding the water and wastewater treatment plant to allow for permitted future development.
- f. Pay all fees imposed, charged or assessed by LAFCo on TODB or Owner arising out of or connected with any LAFCo approval and agree to cooperate in such LAFCo proceedings concerning Owners' Property.
- g. Enter into and fully perform under all agreements customarily and regularly required by TODB of a property owner seeking to connect his/her property to TODB's water and/or wastewater system.
- h. Comply with all regulations, ordinances, policies and rules governing the provision and receipt of water and wastewater service from TODB, including but not limited to, Ordinance No. 24 which regulates the installation of residential and non-residential water softening appliances.
- i. Enter into and fully perform under an agreement with Reclamation District 800 whereby Reclamation District 800 will maintain all creek banks, waterways, wetland areas, trails, access roads and appurtenant structures and facilities that are located within the boundaries of the Property. To the extent other agencies, including but not limited to, the U.S. Army Corps of Engineers, U.S. Fish and Wildlife Service, and the California Department of Fish and Wildlife require additional permits, the maintenance obligations of the structures and facilities may be subject to the terms and conditions of such permits. Reclamation District 800 may endeavor to approve the implementation of an assessment through the processes required by Proposition 218, as specified in the California Constitution Article XIID, and the California Government Code, Sections 53750 *et seq.*, in an amount sufficient to cover the estimated costs of the maintenance obligations Reclamation District 800 is assuming.
- j. Create a homeowners association, under all applicable California law, which shall be responsible for owning and/or operating and maintaining all or some of the creek banks, waterways, wetland areas, trails, access roads and appurtenant structures and facilities within the boundaries of the Property which will not be maintained or owned by Reclamation District 800 pursuant to 3.i. above. For example, Reclamation District 800 may own and maintain the creek banks and waterways, while the homeowners association may own and maintain private roads, gates, emergency access roads, storm drain and clean water facilities, passive parks, street landscape, and appurtenant structures and facilities. In no event shall TODB be responsible to own or maintain any of the facilities or locations described in 3.i. and 3.j. above.

4. Indemnification. The Applicant and its successors in interest hereby agree to indemnify, defend with counsel reasonably acceptable to TODB, release and hold the Town of Discovery Bay and its elective and appointive boards, commissions, officers, agents, and employees

("Indemnitees") harmless from and against any and all past and future allegations, claims, demands, causes of action, damages, losses, liabilities of any kind and/or expenses (collectively referred to as "Liabilities"), including without limitation attorney's fees, experts' fees, and witness costs, that may be asserted or incurred, as the case may be, by any person or entity, including Applicant, Applicant's heirs, successors or predecessors in interest or assignees, including, but not limited to, liability or claims for damages for personal injury, or death, inverse condemnation, interference with prospective economic advantage, and/or real or personal property damage, arising out of or in connection with: (i) the prior provision of water and wastewater service to the Property, or the failure thereof; (ii) the activities of Applicant, his/her/its agents, officers, employees, in performing any work or improvement on the subject property or to connect the property to water or wastewater service; (iii) Applicant's performance or non-performance under this Agreement or breach of this Agreement; (iv); TODB's approval of this Agreement or any of its actions relating thereto; (v) TODB's compliance or non-compliance with the California Environmental Quality Act ("CEQA") or any other law applicable to the approval, processing and implementation of this Agreement, the provision of water and/or wastewater service to the property, or any LAFCo approvals; (vi) interruptions in the provision of water and/or wastewater service to the Property once the Property is connected to water and wastewater service; (vii) TODB's charging of water rates to Applicant and/or its successors in interest that are higher than the rates charged to property owners whose properties are located within TODB's territorial limits; and (viii) Applicant's violation of any law, ordinance or regulation, whether or not there is concurrent, passive negligence on the part of the Indemnitees. Applicant also agrees to reimburse Indemnitees for their reasonable expenses incurred as a result of any legal action or proceeding initiated against Indemnitees in which the Liabilities are asserted against or sought to be imposed upon TODB. Such expenses may include, but are not limited to, fees and costs awarded to the opposing party, the Indemnitees' attorneys' fees and charges, the cost of preparing the record for any such action, including TODB staff costs and all other costs and expenses the Indemnitees may incur as a result of any such action or proceeding. The parties hereto expressly agree that no public interest or public policy is implicated or involved in the matters for which this indemnification is entered into and that this agreement is not void or voidable pursuant to California Civil Code Section 1668, and the parties waive all rights or protections provided pursuant to said section.

5. Binding on Successors in Interest; Run with the Land. This Agreement shall be a covenant running with the land and binding on Applicant's heirs, assigns, and successors in interest to the Property. This Agreement shall be recorded against the Property and shall run with the Property and each part thereof until terminated in the manner provided for herein, and is intended by the parties to be a covenant and restriction which shall run with the land under and pursuant to California Civil Code Section 1468, or its successor provision, if any.

6. Termination Upon Annexation and Satisfaction of Terms and Conditions. This Agreement and covenant shall automatically terminate as to the Property or any part thereof at such time as the Property or such part thereof is annexed to the territory of TODB and all terms and conditions contained herein have been satisfied.

7. Notices. All notices and demands of any kind that either party may be required or desires to serve upon the other party shall be in writing and shall be served upon such other party by

personal service; or by mailing a copy thereof, certified or registered mail, postage prepaid; or by overnight mail; or by facsimile or e-mail, addressed as follows:

If to Discovery Bay: Town of Discovery Bay CSD
1800 Willow Lake Rd
Discovery Bay, CA 94505
Attention: General Manager
Telephone: (925) 634-1131
Facsimile: (925) 513-2705

If to Owner: C&D Discovery Bay, LLC

Waterfront Lots, LLC

If to Developer: Pantages at Discovery Bay, LLC
16795 Lark Avenue, Suite 106
Los Gatos, CA 95032

8. Construction of Terms; Severability. All parts of this Agreement shall be construed according to their plain meaning and shall not be construed in favor or against either of the parties. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, in whole or in part, the remainder of this Agreement shall remain in full force and effect and shall not be affected, impaired or invalidated thereby.

9. Owner's Authority. Owner and Developer have the full right, capacity, power and authority to enter into and carry out the terms of this Agreement. Owner is the sole owner in fee simple of the Property and to Applicant's knowledge, no other person or entity has any right or interest in the Property.

10. Counterparts. This Agreement may be executed in any number of counterparts and each counterpart shall be deemed to be an original document. Delivery of the executed Agreement may be accomplished by facsimile transmission, and if so, the facsimile copy shall be deemed an executed original counterpart of the Agreement. All executed counterparts together shall constitute one and the same document, and any signature pages, including facsimile copies thereof, may be assembled to form a single original document.

11. Further Assurances. Each party will, whenever and as often as it shall be requested to do so by the other party, execute, acknowledge and deliver, or cause to be executed, acknowledged

and delivered, any and all such further conveyances, assignments, approvals, consents and any and all other documents and do any and all other acts as may be reasonably necessary to carry out the intent and purpose of this Agreement.

12. Entire Agreement. This Agreement, together with all exhibits hereto and documents referred to herein, if any, constitutes the entire agreement among the parties hereto with respect to the subject matter hereof, and supersedes all prior understandings and agreements. All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement whether or not actually attached.

13. Amendments. This Agreement may be modified only by a writing signed by both parties.

14. Legal Advice. Each party has had the opportunity to receive independent legal advice from its attorneys with respect to the advisability of executing this Agreement and the meaning of the provisions hereof.

15. Attorney's Fees. Each party shall bear its own attorneys' fees and expenses in the preparation and review of this Agreement. In the event of any litigation or other action between the parties arising out of or relating to this Agreement or the breach thereof, the prevailing party shall be entitled, in addition to such other relief as may be granted, to its reasonable costs and attorneys' fees.

16. Headings and Titles. The captions of the articles or sections of this Agreement are only to assist the parties in reading this Agreement and shall have no effect upon the construction or interpretation of any part hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

OWNERS:

C&D Discovery Bay, LLC
a California limited liability company

Town of Discovery Bay
Community Services District,
political subdivision of the
State of California

By: _____
David L. Lazeras
Title: Company Manager

By: _____
Rick Howard, General Manager

Waterfront Lots, LLC
a California limited liability company

Approved as to Form:

By: _____
David L. Lazares
Title: Company Manager

By: _____
Rod A. Attebery
General Counsel

DEVELOPER:

Pantages at Discovery Bay, LLC
a California limited liability company

By: _____
David L. Lazeras
Title: Company Manager

SUBDIVISION 9010

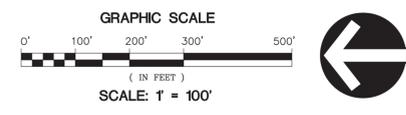
FINAL DEVELOPMENT PLAN

PANTAGES BAYS

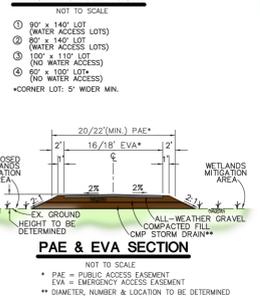
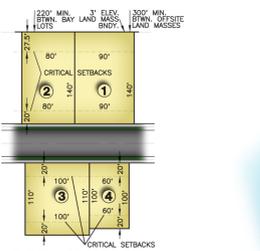
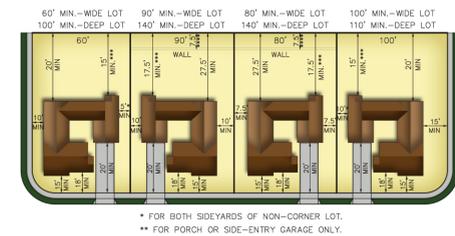
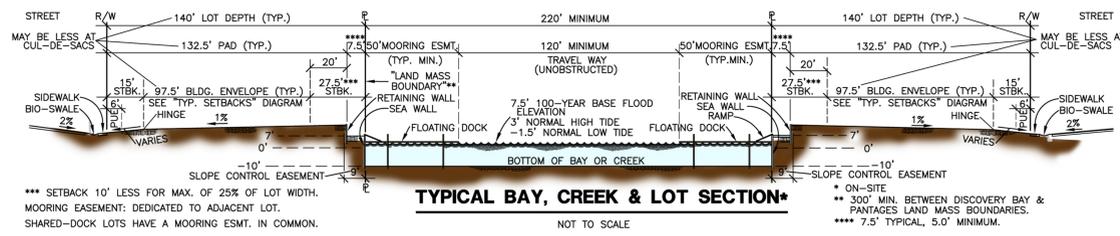
A RESIDENTIAL COMMUNITY WITH
INDIVIDUAL DOCKS AND DEEP WATER ACCESS

CONTRA COSTA COUNTY, CALIFORNIA

BY
PANTAGES AT DISCOVERY BAY, LLC
OCTOBER, 2009



NOTE: 1. The lowest proposed finished floor elevation is approximately 12.2 feet above mean sea level (4.7 feet above 100-year Base Flood Elevation; 4.2 feet above 300-year Base Flood Elevation).
2. The mean finished floor elevation is approximately 16 feet above mean sea level (8.5 feet above 100-year Base Flood Elevation; 8 feet above 300-year Base Flood Elevation).



AVERAGE & MINIMUM LOT SIZE BY TYPE

	100' LOTS	90' LOTS	80' LOTS	60' LOTS
AVERAGE LOT SIZE	12,895 S.F.	13,668 S.F.	12,966 S.F.	6,535 S.F.
MINIMUM LOT SIZE	10,910 S.F.	11,960 S.F.	10,540 S.F.	6,000 S.F.

LOTS BY TYPE

90' X 140' LOTS: 124-137
80' X 140' LOTS: 56-58, 60-68, 70-71, 73-78, 80-82, 94-99, 101, 103-115, 117-123, 139-145, 147-153, 183-187, 171-176, 178, 180-198, 249-253.
100' X 110' LOTS: 55, 59, 69, 72, 79, 100, 102, 116, 146, 177, 179.
60' X 100' LOTS: 1-54, 83-93, 154-162, 168-170, 199-248, 254-292.
SHARED DOCKS: 55 & 56, 58 & 60, 78 & 80, 101 & 103, 115 & 177, 145 & 147, 167 & 171, 178 & 180, 198 & 249.

LAND USE SUMMARY

LOTS	62.9 AC. (36.7%)
STREETS*	17.4 AC. (10.2%)
OTHER PARCELS**	90.9 AC. (53.1%)
SITE	171.2 AC. (100%)

LOTS BY ACCESS

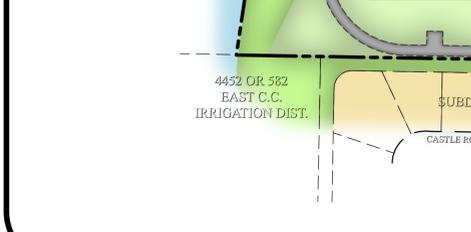
WATER ACCESS (W/DOCKS)	116*
NON-WATER ACCESS	176
TOTAL LOTS	292

* 16 LOTS HAVE SHARED DOCKS (SHOWN BY "S" ON LOT)

LOT YIELD BY TYPE

90' X 140' LOTS	15
80' X 140' LOTS	100
100' X 110' LOTS	11
60' X 100' LOTS	166
TOTAL LOTS	292

* MINIMUM WIDTH AT CRITICAL SETBACK.





*Local Agency Formation Commission
September 9, 2015
Rick Howard, General Manager*

*Town of Discovery Bay
Outreach, Education and Enforcement*

I JOINED THE EFFORT

BROWN
— IS THE NEW —
GREEN

Save Our WATER 

#SAVEOURWATER
SAVEOURWATER.COM



Background...

- ▶ The Town of Discovery Bay is home to approximately 14,000 residents in eastern Contra Costa County.
- ▶ One of the services the Town provides is domestic water service to the community.
- ▶ Approximately 3,700 of the approximately 5,800 service connections are NOT metered.

Water Use - June 2013 Benchmark

- June 2013 - February 2014 are the “Benchmark” months for comparison purposes.
- In June 2013, the Town produced 145MG of water, or 338.1 gallons of water per capita per day (GPCPD).
- In March 2015, the state Water Board placed Discovery Bay in the 9th Tier of their new water conservation Tier system. The 9th tier is the highest Tier and mandated a 36% conservation target for the Town.
- In May, 2015, the consumption was recalculated and the state moved the Town to Tier 8, at a 32% mandated conservation target.

Drought Conservation Efforts

- ▶ Issued 20% voluntary water conservation measure in June 2014.
- ▶ Adopted ordinance #25 establishing Emergency Drought Regulations in August 2014.
- ▶ April 2015 Board of Directors authorized the installation of water meters for the remaining 3,700 unmetered homes by mid-2017.
- ▶ August 2015 amended Ordinance #25 to parallel new regs adopted by the state.

So, What'd we do?

The Town entered into a Public Education, Outreach and Enforcement program.

Public Education

- Media/Press Materials and Press Releases
- Electronic Message Board strategically placed throughout town

Outreach

- Direct Mailings to every DB property owner and business
- Dedicated Drought Related Town newsletter to every Town address

Enforcement

- The Town hired a Drought Water Monitor
- Issued Courtesy Notices for non-compliance
- Issued Notices of Violation for non-compliance after third courtesy notice

Media and Public Education Efforts



TOWN OF DISCOVERY BAY
A COMMUNITY SERVICES DISTRICT



President – Mark Simon • Vice-President – Chris Steele • Director – Bill Pease • Director – Kevin Graves • Director – Marianne Wiesen

For Immediate Release:
Contact: Rick Howard, General Manager, Town of Discovery Bay (925) 634-1131
rhoward@todb.ca.gov
Release Date: July 24, 2014

TOWN OF DISCOVERY BAY COMMUNITY SERVICES DISTRICT IMPLEMENTS EMERGENCY WATER CONSERVATION MEASURES

Discovery Bay, CA - The Town of Discovery Bay Community Service District (TODBCSD) is proceeding to implement emergency water conservation measures adopted by the Water Resources Control Board on July 15, 2014 and which follow the Governor's April 25th executive order seeking to strengthen the state's ability to manage water and habitat effectively in drought conditions.

Emergency conservation measures that the Town will implement and that all residents of Discovery Bay must comply include the prohibition of watering lawns and landscape more than twice weekly and the watering of outdoor landscapes that cause runoff to adjacent property, non-irrigated areas, private and public walkways, roadways, and parking lots. Additionally, the new restrictions include prohibitions on direct application of water to any hard surface for washing; using a hose to wash a motor vehicle, boat or RV, unless the hose is fitted with a shut-off nozzle, and using potable water in a fountain or water feature, unless the water is re-circulated. These emergency measures go into effect on August 1, 2014.

As a result of these regulations, the Town will immediately reduce irrigation to all parks and landscape areas to twice weekly as well as close the Ravenswood Park Splash Pad effective August 1st.

All Californians are required to comply with these regulations. Fines of up to \$500 per day for failure to implement water conservation measures are also a part of the state mandated order. The Town will monitor water use and those who are non-compliant will receive a notice from the Town directing them to conform to the new conservation measures. Repeat violations may likely result in fines until water conservation measures are implemented.

"This is the third year of critical drought in California, and it is important that all Discovery Bay residents take these measures seriously," noted Discovery Bay General Manager Rick Howard. "Hopefully, a wet winter will ease the drought, but in the meantime, we have to work together and conserve our water to protect future supplies."

The Town provides water saving tips on its website and residents can also visit www.saveourh2o.org for more information.

The Town of Discovery Bay Community Services District is located in eastern Contra Costa County and provides and manages water, sewer, landscaping and recreation services to the community of 14,000 residents.

###

1800 Willow Lake Road • Discovery Bay • CA • 94505-9376
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Vol. 13, No. 16 YOUR HOMETOWN WEEKLY NEWSPAPER April 17, 2015

Brown is the new green

by Heather Brewer
Staff Writer

In the light of state's first mandatory water restrictions, the Town of Discovery Bay's Board of Directors met this week to discuss how compliance with these tightening regulations will impact the town.

Several ideas covering the spectrum from residential and commercial water use and community education, to water usage monitoring, are being considered by the board.

"Some things we are considering are sending professionals to our residents and non-resident homeowners, letting them know what the state is now requiring and what things are coming; hosting a water summit at the community center with all the large, commercial water users; and hosting a notice on the town's message board for longer periods of time," said General Manager Rick Howard. "We also plan on making the Brown is the New Green signs available to residents, as part of an effort to get the message spread as widely as possible."

The Brown is the New Green campaign calls on residents to reset their expectations for what lawns should look like in the drought-plagued region, particularly during the summer months. As the drought continues, more and more people are realizing that grass (and other plants) is not necessarily green – water

is with all the large, commercial water users; and hosting a notice on the town's message board for longer periods of time," said General Manager Rick Howard. "We also plan on making the Brown is the New Green signs available to residents, as part of an effort to get the message spread as widely as possible."

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Back in the pool

Discovery Bay's Silver

Discovery Bay's Silver Divers got to work this week at the Community Center pool. More in its second season, the swim team provides quality summer swimmer competition events for its members. All are invited to participate, but all new swimmers will be required to take a swim test. Registration can be done in person at the Discovery Bay Community Center, 1817 Discovery Bay Blvd, online at www.townofdiscoverybay.org, or by calling 925-534-7373.

(Photo by Richard Ottens)

Every Fifteen Minutes

Students at Moraga High School participate in the emotional Every 15 Minutes program. Page 4

Off To See The Wizard

Stage Right Community Theatre, Inc. presents "The Wonderful Wizard of Oz." Page 14

Cementing A Dynasty

Vintage High swim teams looking to hold onto legacy of league. By Page 23

Yacht club teams up with Special Olympics

by Heather Brewer
Staff Writer

The Splashers, the club team of the Discovery Bay Yacht Club, is teaming up with the Special Olympics for Single in the Sun, the 2015 Spring Fashion Show and Luncheon, on Saturday, April 18, at 11 a.m. The event will feature fashion items from local boutiques and clothing stores modeled by Special Olympics athletes, made by the Spin District's staff and a silent auction, with a portion of the proceeds benefiting the Special Olympics.

"The Splashers do numerous outreach events for local charities and organizations continuously throughout the year," said Kim Savel, a member of the Discovery Bay Yacht Club and the Splashers chairperson. "That was one of the reasons I joined them. We're all part of one big community accord here."

According to the Special Olympics' website, it now specialolympics.org, their mission is to provide year-round sports training and athletic competition in a variety of Olympic-type sports for children and adults with intellectual disabilities, giving them continuing opportunities to develop physical fitness, demonstrate courage,

experience joy and participate in a sharing of gifts, skills and knowledge with their families and other Special Olympics athletes and the community.

"I think the Special Olympics is an outstanding organization offering opportunities to people with intellectual disabilities and providing them with tools that will help them succeed in life," said Karen Matteucci, the Splashers' leader. "By supporting organizations such as this we help make a significant difference in the lives of some very special people."

Karen Matteucci, Splashers chairperson

In the past, the Splashers' annual fashion show has benefited the Wonderful Women Project and Kalamazoo, while other, recent support local charities, safety projects and area families in need. This year, stores including Madcap's, Island Time, Oak Street Boutique, Discovery Bay Yacht Club Store, Sea, La La Rue, by Curti & Co., Chick's, Desserts, White Horse Black Street, Manna's and JC Penney's

will always step up in support of charitable causes."

The Yacht Club page 24

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Girl Power

go to news/press releases

Contra Costa Commission for Women creates a leadership panel discussion.

Earth Day

go to news/press releases

The Oakland Zoo is leading one of the largest Earth Day celebrations in the Bay Area.

Agenda Item G-1

Deployed Electronic Message Board



Public Outreach Efforts

- ▶ Letters Mailed to every DB property owner.
- ▶ The *Pipeline* newsletter went to every DB address.
- ▶ Watering Schedule Delivered to every house via newspaper “sticky” note.
- ▶ Ordered and deployed Brown is the new Green signs customized for Discovery Bay.
- ▶ Other collateral materials customized for different events.
- ▶ Speaking before different groups and meetings with HOA’s.



Pipeline

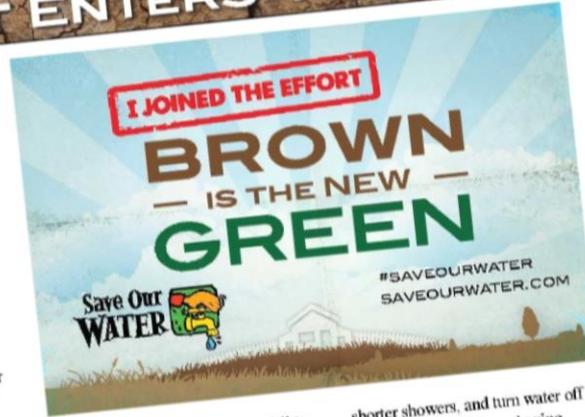
Town of Discovery Bay Community Services District Newsletter • Vol. 4
SPRING 2015

DROUGHT ENTERS 4TH YEAR

Following the lowest snowpack ever recorded and with no end in sight to the unprecedented 4 year drought, Governor Brown recently issued an Executive Order announcing mandatory 25% reductions of water use by all Californians. The new restrictions impact all residents in the Town of Discovery Bay, and we encourage everyone to do their part to conserve.

There are a number of simple and easy approaches that everyone can do to help conserve water in and around the home. Rethinking the way you use water – both indoors and outdoors – will help stretch our limited supplies and ensure water is there when we need it.

- Little leaks can add up to a lot of wasted water. A small drip can waste 70 gallons of water in a day, while a steady leak just one-sixteenth of an inch in size can send more than 1,000 gallons a day down the drain. Fix leaky faucets and toilets right away.
- Use the washing machine for full loads only to save water and energy. Install a water-efficient clothes washer.

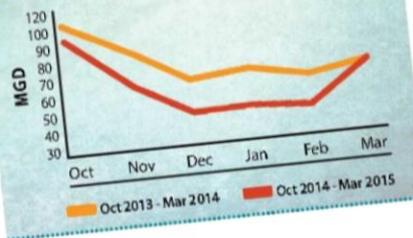


- Run the dishwasher only when full to save water and energy. Install a water and energy efficient dishwasher.
- Install low flow shower heads in the bathroom, encourage everyone to take

shorter showers, and turn water off when brushing teeth or shaving.

- Check your sprinkler system frequently and adjust sprinklers so only your lawn is watered and not the house, sidewalk, or street.
- Choose a water-efficient irrigation system such as drip irrigation for your trees, shrubs, and flowers.
- Put a layer of mulch around trees and plants to reduce evaporation and keep the soil cool. Organic mulch also improves the soil and prevents weeds.

Discovery Bay Water Usage



Continued on pg. 2

CHECK OUT THE
Discovery Bay Activity Guide
ON THE FLIP SIDE!



TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT



President – Chris Steele • Vice-President – Bill Pease • Director – Kevin Graves • Director – Robert Leete • Director – Mark Simon

June, 2015

Dear Discovery Bay Resident,

Facing a fourth-consecutive dry year and severely reduced water supplies, Gov. Jerry Brown ordered a 25 percent statewide reduction in potable urban water use. The State Water Resources Control Board has responded by proposing emergency regulations implementing the Governor's orders to become effective May 15, 2015. This unprecedented action reflects the severity of the drought and what is needed from all Californians to ensure all of our water use needs can be met. Based upon past water consumption, the state has required an even higher conservation standard of 36% for Discovery Bay. Failure to comply with the mandatory reductions may result in the Town of Discovery Bay (TODB) being fined by the state \$10,000 for each day of non-compliance.

To achieve the required conservation, the TODB will continue to enforce the Emergency Drought Regulations enacted by the TODB Board of Directors in September 2014. The TODB's water use prohibitions implement statewide mandates including the limitation of outdoor irrigation to no more than twice weekly based upon odd/even addresses. See reverse side of this letter for weekly water schedules.

Many water use prohibition are currently in effect. All residents are strongly encouraged to continue their current conservation efforts and to increase those efforts where possible as there will be no exceptions for non-compliance. Please refer to the complete list of do's and don'ts on the back side of this letter, along with easy and helpful hints to reduce consumption.

Failure to comply with the regulations may result in fines of up to \$500 for residents and businesses. The Town may issue a Notice of Violation to any person, business, association, or other party who fails to comply with any condition of the regulations. A Notice of Violation that is issued is punishable by a fine of \$25 for a first violation, \$50 for a second violation, \$100 for a third violation, and \$500 for a fourth and any subsequent violation.

You and your neighbors have been working diligently to reduce discretionary water use. Thanks to changes many of you have made in recent years, this mandated reduction in water use is achievable and within reach. If you need help finding additional ways to save, we are here to help. I encourage you to do your part, and to use water wisely. To show your commitment and to "Join the Effort", stop on by the Community Center or Town office and pick up your own BROWN IS THE NEW GREEN yard sign! Visit us at www.todb.ca.gov and click on the Drought links, visit www.saveourwater.com for water saving tips or call us at (925) 634-1131. We're here to assist.

This is a great community and with a little effort, we'll get through this together.

Sincerely,

Rick Howard

Rick Howard, General Manager
Town of Discovery Bay

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940350-2

DISCOVERY BAY

Landscape Watering Schedule

🔹 Dwellings or establishments with **even numbered street addresses** may use outdoor water before 1 p.m. and after 7 p.m. on Tuesdays and Saturdays only.

🔹 Dwellings or establishments with **odd numbered street addresses** may use outdoor water before 1 p.m. and after 7 p.m. on Wednesdays and Sundays only.



WWW.SAVEOURWATER.COM
#SAVEOURWATER



WWW.TODB.CA.GOV

BROWN
IS THE NEW
GREEN

Enforcement Efforts

- ▶ Adopted and Amended Ordinance #25.
- ▶ Hired Drought Water Monitor.
- ▶ Distributed Courtesy Notices for Non-Compliance.
- ▶ Issued Final Notice Letters.
- ▶ Issued Notices of Violation incurring fines

Hired Drought Water Monitor to provide public education, outreach and enforcement.



Water monitor on town beat

by Heather Brewer Staff Writer

Discovery Bay residents who are saving water, and you know who you are, may soon get a visit from the town's newest employee — Steve Greenfield, local water monitor.

Greenfield, a resident himself, has been hired by the town to monitor compliance with emergency drought regulations through outreach and community education. His prior work experience gives him unique insight to reaching people.

"I spent 30 years with the San Jose Fire Department, where I attained the rank of captain," said Greenfield, who has a degree in fire science from Mission College in Santa Clara. "A large part of my responsibility there was to educate citizens on fire safety and the importance of following the rules."

The part-time position will have Greenfield heading out hose shut-off nozzles to residents who don't have them and issuing courtesy notices to those who are not in compliance with regulations.

Current water restriction measures prohibit the watering of lawns and landscapes more than twice weekly; the watering of outdoor landscapes that cause runoff to adjacent property, non-irrigated areas, private and public walkways, roadsides and parking lots; direct application of water to any hard surface for washing; using a hose to wash a motor vehicle, boat or recreational vehicle, unless the hose is fitted with a shut-off nozzle; and using potable water in a fountain or water feature, unless the water is

see Monitor page 27A

Dog days of summer



Photo courtesy of the residents.

Members of the Town of Discovery Bay's Community Services District Board of Directors and the Discovery Bay Chamber of Commerce gathered this week for a ribbon-cutting ceremony at the town's first dog park. The park had a soft opening at the town's Earth Day celebration, where volunteers put the finishing touches on the long-awaited puppy play area. Funds for the park have come almost entirely from local residents, businesses and charitable organizations.

Getting Fit And Healthy



Find everything you need for health, beauty and fitness in this week's special section. Page 1B

Giving Away A Home



Are both resident designs recipe for best to dream as who will win a home giveaway. Page 5A

United World Games



Arnold been chosen to represent Team USA and at the United World Games. Page 17A

State vaccine bill becomes law



Photo by Greg Hildebrand

by Heather Brewer Staff Writer

Governor Jerry Brown signed into law the week's controversial bill designed to boost vaccine rates by closing the exemption loophole.

"The science is clear that vaccines dramatically protect children against a number of infectious and dangerous diseases," said Brown in his signing statement. "While it's true that no medical intervention is without risk, the evidence shows that immunization powerfully benefits and protects the community."

SB 277 applies to students attending any public or pri-

state school in the state and requires they be vaccinated against diphtheria, tetanus, b, haemophilus influenzae type b, measles, mumps, pertussis or whooping cough, polio, meningitis, rubella, typhoid and varicella or chickenpox, as well as any other disease deemed appropriate by the department, taking into consideration the recommendations of the Advisory Committee on Immunization Practices of the United States Department of Health and Human Services, the American Academy of Pediatrics and the American Academy of Family Physicians.

see Vaccine page 22A

ate school in the state and requires they be vaccinated against diphtheria, tetanus b, haemophilus influenzae type b, measles, mumps, pertussis or whooping cough, polio, meningitis, rubella, typhoid and varicella or chickenpox, as well as any other disease deemed appropriate by the department, taking into consideration the recommendations of the Advisory Committee on Immunization Practices of the United States Department of Health and Human Services, the American Academy of Pediatrics and the American Academy of Family Physicians.

Arts	17A
Calendar	15B
Classifieds	11B
Cap Logs	14B
Entertainment	9A
Food	8A
Opinion	16A
Sports	17A

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Have your DTD followers, let Facebook Page or Follow us on Twitter? Join the conversation on your hometown social sites. facebook.com/thepress.net twitter.com/thepress.net

Scholar Program
go to news@discoverybaypress.com
Discover and Smithsonian announce Discover and Smithsonian Teacher Scholar Program.

H2O Summit
go to news@discoverybaypress.com
Industry leading associations sign on as sponsors of the 5th H2O Summit.



CONSERVE WATER THIS IS A COURTESY NOTICE

EXCESSIVE WATER USE WAS NOTED ON YOUR PROPERTY. PLEASE CHECK FOR WATER LEAKS, OVER WATERING, AND/OR USING WATER IN A WASTEFUL MANNER



SPECIFICALLY, PLEASE NOTE THAT THE FOLLOWING ITEMS WERE IDENTIFIED ON YOUR PROPERTY AT:

<input type="checkbox"/>	OVER IRRIGATING
<input type="checkbox"/>	WATER RUN-OFF
<input type="checkbox"/>	POSSIBLE WATER LEAK
<input type="checkbox"/>	WATERING DRIVEWAY/WALKWAY
<input type="checkbox"/>	FAILURE TO USE SHUT OFF NOZZLE ON HOSE
<input type="checkbox"/>	WATERING ON WRONG DAY/TIME
<input type="checkbox"/>	OTHER:

FAILURE TO COMPLY MAY RESULT IN FURTHER ACTION FOR NON-COMPLIANCE

QUESTIONS OR COMMENTS? CONTACT US AT:

1800 WILLOW LAKE RD.
DISCOVERY BAY, CA 94513
(925) 634-1131
WWW.TODB.CA.GOV

After all of that, How'd we do (thru August 2015)

- ▶ Since May 2015 the Town has been exceeding mandated conservation levels of 32%
- ▶ Grass all over town is dead or on life support.
- ▶ Trees and plants are stressed due to lack of a suitable water supply.
- ▶ Ballfields being considered for closure due to dangerous gaps in turf from separation.
- ▶ Revenues down significantly for metered customers.
- ▶ You know who is complying and who is not by the color of their grass.

Compliance???

Some do, some don't!



Lakeshore Down 36%

The Lakes Up 35%

Discovery Bay Community Center

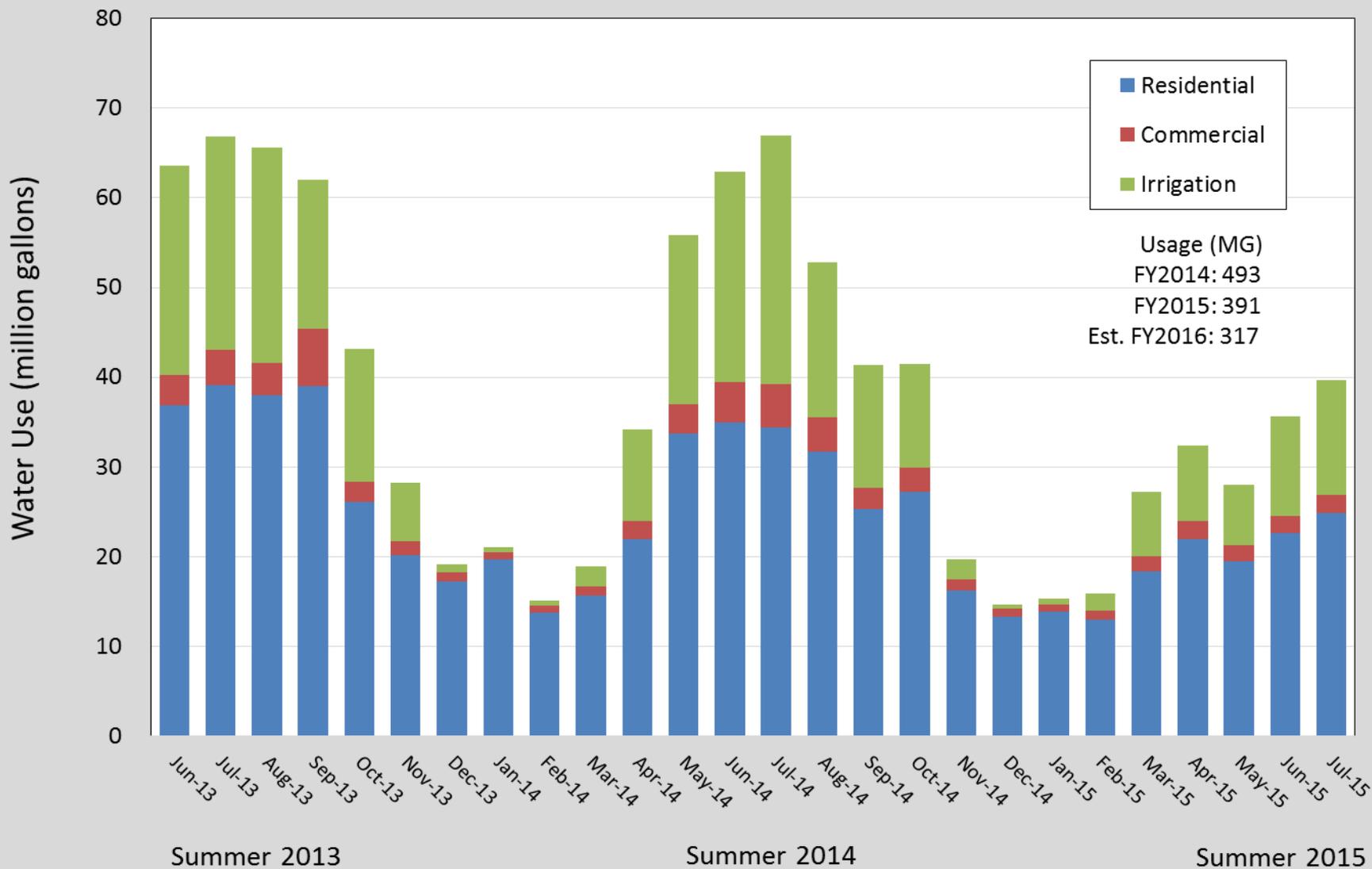


Before Drought
Regulations



September 4, 2015

June 2013 to Present Metered Water Use



**Town of Discovery Bay CSD
Water Reductions from Conservation Efforts**

	Month	2013 - 2014 Production (MG)	2015 - 2016 Production (MG)	Monthly Water Reduction	Cumulative Water Reduction (Jun'15-Feb'16)
2013 / 2015	January	53	48	9%	-
	February	58	44	24%	-
	March	85	69	19%	-
	April	100	75.0	25%	-
	May	143	80.0	44%	-
	June	145	87.0	40%	40.0%
	July	157	93.0	41%	40.4%
	August	151	94.0	38%	39.5%
	September	131			
	October	114			
	November	83			
	December	66			
2014 / 2016	January	69.0			
	February	52.0			

**Compliance Period
(June 2015 - February 2016)**

(Conservation Standard 32%)

Summary

- ▶ June 2013 GPCPD 338.1
- ▶ June 2015 GPCPD 197.2
- ▶ July 2015 GPCPD 204.0
- ▶ August 2015 GPCPD 205.0

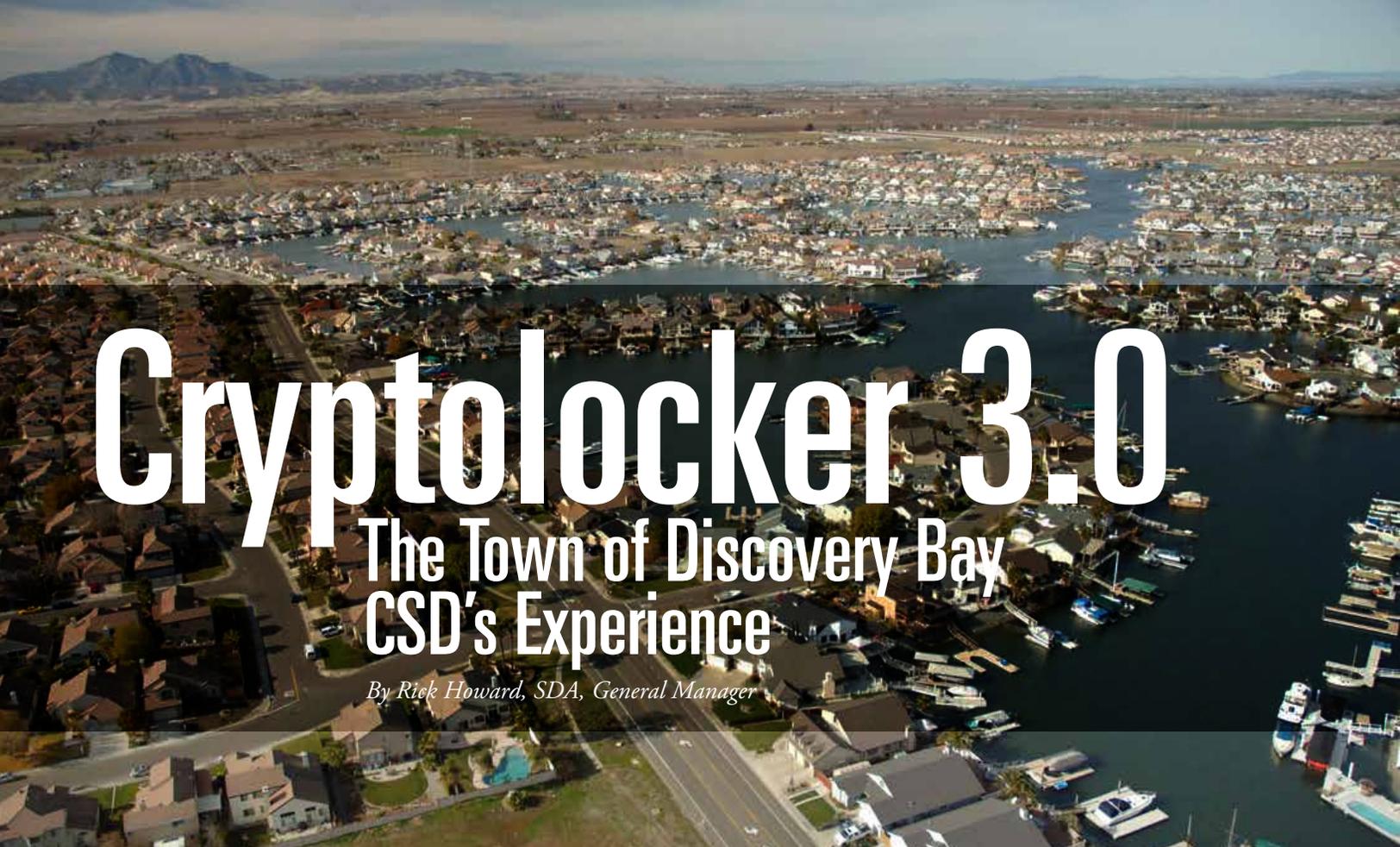
- ▶ Water Meter rollout system –wide expected to begin first quarter 2016

- ▶ Pray for Rain!



Questions?

Visit us at www.todb.ca.gov



Cryptolocker 3.0

The Town of Discovery Bay CSD's Experience

By Rick Howard, SDA, General Manager

Monday, March 30, 2015 started off as any other regular Monday. Staff was rolling into the office, pouring their morning coffee and telling stories of weekend activities, little league games, and new restaurants that they had tried. Firing up computers, checking email, and returning phone calls all seemed natural. Until the unthinkable occurred.

Being a public agency, it's not uncommon to receive email from people seeking employment, and since we had a pretty high profile vacancy at the time, it was nothing but ordinary. The email was innocent enough – it had been sent from someone who had a common first and last name, the subject line was "Resume", and it didn't raise any red flags whatsoever.

Once the attachment was opened, however, our world turned upside down. A pop-up window appeared indicating that a little over 37,000 of our files had been encrypted with something called Cryptolocker 3.0, a Ransom Ware program that essentially locks files and doesn't provide the de-encryption codes unless you pay a ransom. In our case, \$700. You have only so many hours to make the payment before the ransom doubles, and if you decide not to make the payment at all, the encrypted files are gone forever.

The immediate havoc that resulted was unimaginable. Once all network workstations, servers, and backup storage devices were shut down, it was time to figure out what we were going to do and how we were going to address this situation, get our files back, and get

back to work. Our immediate reaction was to do what everyone would do – not give in to the cyber criminals and restore the encrypted files from our cloud back-up storage.

After notifying local law enforcement and the FBI's unit specializing in internet criminal activity (which surprisingly was no help at all), it was time to get to work and resolve the situation.

Being a relatively small agency, we don't have the resources to be able to have full-time IT staff. We utilize a local small business to provide that service for us. We also hired Innovate Computer Systems (ICS), a local Bay Area cyber security consulting firm with offices throughout California to assess our predicament, and eventually, provide an analysis of our vulnerability and ways to protect ourselves in the future, which I'll address a little later.

Once our team was fully assembled and onsite, the ICS expert reported that some of the files appeared to have characteristics that could possibly infect our cloud storage if we attempted to restore them using traditional back-up methods. Based on all of the analysis, we were doomed, and as untasteful as that seemed, we paid the ransom. The risk of potentially infecting our entire network made the \$700 ransom seem small in comparison.

Paying the ransom was no easy task, and was extremely frustrating. The attackers require that the ransom be paid in Bitcoin, an internet currency that is hard to trace and the preferred method of payment for criminals indulging themselves in illegal cyber activity. The attackers even provide an FAQ and Help link to walk you through the payment process. A little bit of criminal customer service, if you will.

The only way to obtain Bitcoins is to go through a third party broker, and in our case, we utilized a Brooklyn-based international currency exchange that converts cash into Bitcoin. In order for this to occur, we had to get the cash, and in a public agency that doesn't deal in cash transactions, it wasn't as easy a task as one might think. Once we finally had the cash in hand, we had to deposit it into the currency house's Bank of America holding account. The money house instructed us to not identify them as the account holder or to mention how the funds were being utilized. They warned that if the bank knew that this was for a Bitcoin exchange, Bank of America would likely not process the transaction. If questioned by the bank, we were instructed to tell them that it was to complete an eBay purchase. This whole clandestine operation seemed incredibly inexplicable, but the bizarre didn't just end there.

Once the deposit was made, the clearing house provided very specific directions on what to do next. We were told to upload front and back photos of the bank deposit slip, along with a series of numbers provided to us to authenticate the money was deposited into their account and that we are who we say we are. Illogical as it all seems, at the time, it made sense. The photos had to be taken outside on a flat white surface in direct sunlight. We followed the instructions as directed, and shortly thereafter received confirmation that the currency house had received the funds and had transferred \$700 in

Bitcoin to an unknown account holder hiding out in a dark smoky room with only his computer screen providing illumination - which was the visual tale we had weaved into our minds.

About three hours later, we received a cryptic note on the infected computer (which we left up and running but disconnected from the network and using a mobile hotspot for internet connectivity) that our payment had been received, we were thanked for our promptness, and that our files had been unencrypted. At least they were courteous crooks. The encryption process that literally took seconds to lock up took almost 24 hours to unlock.

What started with a fairly mundane email on a Monday morning ended up costing us not just the \$700 ransom, but the services of cyber experts, our IT consultants, and portions of 10 days of lost productivity. All told, approximately \$5,000 in both hard and soft costs will never be seen again.

While some systems were up and running that week, we wanted to ensure that all of our financial data files and customer information, including any potential financial data breaches, did not take place. After a painstaking top to bottom system analysis by ICS, and knowing that our network was totally secure, we were finally fully operational the middle of the following week.

Continued on page 30

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By BEST BEST & KRIEGER LLP

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Town of Discovery Bay [continued from page 21]



Our Root Cause Analysis, or RCA, determined that the Ground Zero computer's anti-virus was out of date by less than a week. The employee had been on vacation the prior week, and, but for a series of events, this situation never would have occurred. Not taking anything or anyone for granted, the Town has also purchased four - 4TB NAS devices that are backed up every week, disconnected from the network, and stored off-site and in a secure and safe location.

ICS prepared a thorough system-wide examination of our network with a complete threat and vulnerability assessment, along with an analysis and list of recommendations on addressing any remaining computer and network security concerns.

While we are now back to peak operational efficiency, I can assure you that this is something your district does not want to face. The vulnerability we felt, the violation we sustained, and the harm it caused was unbelievably frustrating. It was a painful lesson, and one that could, and should, have been avoided.

I highly recommend you never open an attachment from anyone you may suspect is fraudulent, and never, under any circumstances,

open a Zip file from an unknown source, as this is the preferred payload for Cryptolocker 3.0. Make sure all of your virus software is up-to-date and working as intended. Contact a cyber-security firm such as ICS if you have any concerns or want to conduct a vulnerability assessment. I hope that Discovery Bay's painful lesson will provide the wake-up call to every special district that if it can happen to us, it can just as easily happen to you. It just takes one click. ■

Rick Howard is the general manager for the Town of Discovery Bay Community Services District, an SDLF District of Distinction.

MONTHLY OPERATIONS REPORT

August 2015

Town of Discovery Bay, CA

2193 Days of Safe Operations

98971 worked hours since last recordable incident

TRAINING:

Safety, Operations, & Equipment

Safety	Hours
West Monthly Regional Safety Webinar	3.0
Weekly Safety Topics	
Monthly Safety Topics	
Operations	
New Ox Rotors	3.0
New Clarifier #5	

REPORTS SUBMITTED TO REGULATORY AGENCIES

Monthly Discharge Monitoring Report (DMR)
Monthly electronic State Monitoring Report (eSMR)
Monthly Coliform Report, State Water Board (WD)

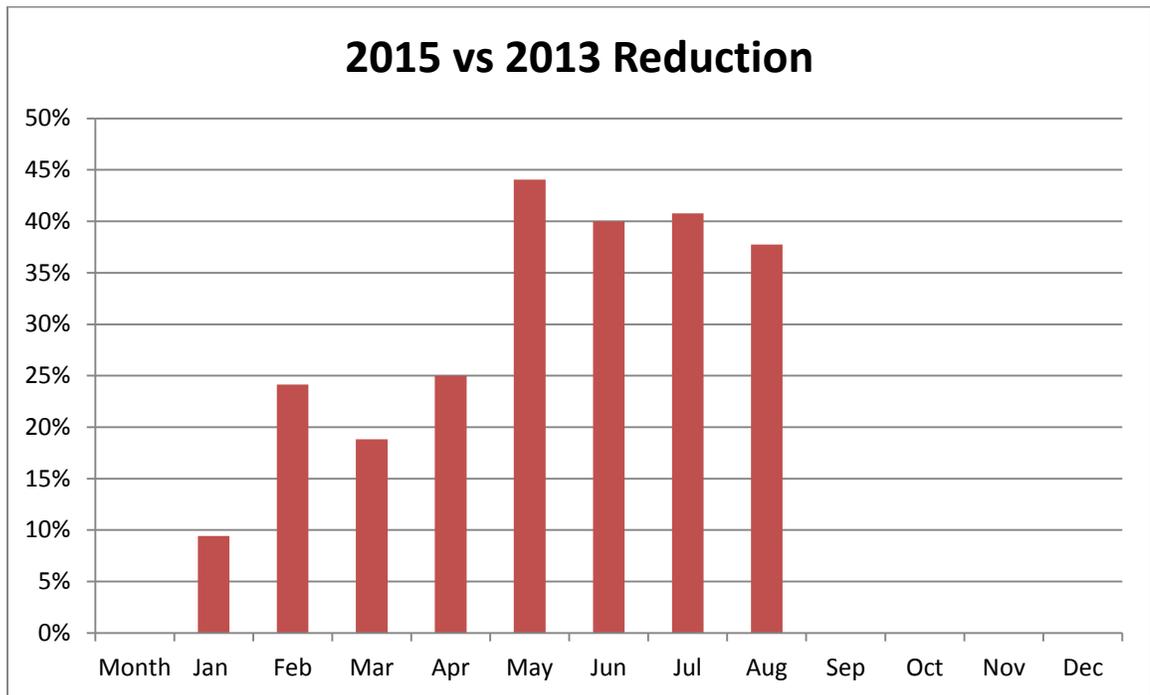
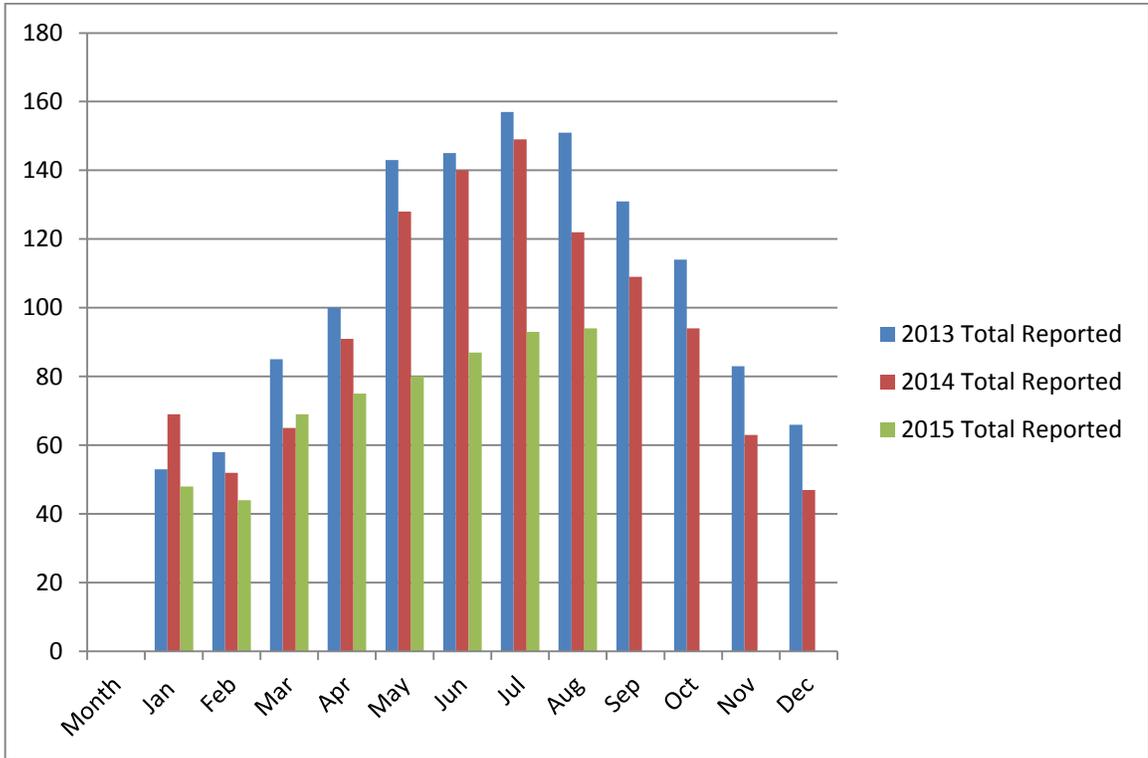
WATER SERVICES

# of Active Wells	Water Produced (MG)	Chemical (Hypo) Delivered	Fire Hydrant Flushing
5	94	2620	0

Note: Well 4 in lead and Well 5 in lag to offset specific conductivity

2015 Water Production Table (MG) by Month

January	February	March	April	May	June
48	44	70	75	80	87
July	August	September	October	November	December
93	94				



Reused Water:
1.3 MG - July
1.9 MG - August

Bacteriological Test Results:

Routine Bacteria Samples Collected	No. Total Coliform Positives	No. Fecal/E. coli Positives	Brown Water Calls
16	0	0	0

WASTEWATER SERVICE

Wastewater Laboratory Analysis

<i>WW Effluent Parameter</i>	<i>Permit Limits</i>	<i>July Lab Data</i>	<i>August Lab Data</i>
Flow, MG Effluent, monthly total		36.1	33.6
Flow, MG Daily Influent Flow, avg.	N/A	1.0	1.1
Flow, MG Daily Discharge Flow, avg.	2.1	1.2	1.1
Effluent BOD ₅ , lbs/d, monthly avg.	350	25	17
Effluent TSS, lbs/d, monthly avg.	525	47	29
Effluent BOD ₅ , mg/L, monthly avg.	20	3	2
Effluent TSS, mg/L, monthly avg.	30	5	4
Total Coli form 7 day Median Max	23	0	0
Total Coli form Daily Maximum	240	9.3	0
% Removal BOD ₅ , monthly avg.	85% min.	98	94
% Removal, TSS, monthly avg.	85% min.	99	98
Electrical Conductivity, umhos/cm annual avg.	2100	2067	2119

Blue – new parameter added

National Pollution Discharge Elimination System (NPDES)

NPDES Related Excursions	Permit Parameter	NPDES Parameter Limit	Actual Parameter Result
0	None	0	N/A

Bacteriological Test Results:

Routine Bacteria Samples Collected	No. Total Coliform Positives	No. Fecal/E. coli Positives	7-Day Median Excursion
12	0	0	0

# of Active Lift Stations	# of Inactive Lift Stations	SSO	Wastewater Received (MG)
15	0	0	33.6

COLLECTION:

- Flushing completed
- CCTV completed
- Inspected 0 manhole & covers. 0 YTD
- Performed valve exercising
- Performed weekly lift station inspections.

MAINTENANCE:

Preventive and Corrective

Total # of WO's Completed	Total Hours
255	202

Work Order Back-Log

Aging 8 - 30 Days	Aging > 30 Days
22	0

Call & Emergency Responses

Call Outs	Emergencies
2	0

Personnel Hours & Overtime:

Regular Hours	Overtime
1394	51

TERMS

WWTP	WASTEWATER TREATMENT PLANT
WTP	WATER TREATMENT PLANT
WL	WILLOW LAKE
NP	NEWPORT
VFD	VARIABLE FREQUENCY DRIVE
WO	WORK ORDER
PLC	PROGRAMMABLE LOGIC CONTROLLER
L/S	LIFT STATION
SSO	SANITARY SEWER OVERFLOW
BOD	BIOLOGICAL OXYGEN DEMAND
TSS	TOTAL SUSPENDED SOLIDS
MGD	MILLION GALLONS PER DAY
mg/l	MILLIGRAMS PER LITRE
CCTV	CLOSED CIRCUIT TELEVISION
PPM	PARTS PER MILLION
RAS	RETURN ACTIVATED SLUDGE
WAS	WATSE ACTIVATED SLUDGE
UV	ULTRAVIOLET LIGHT



TOWN OF DISCOVERY BAY
A COMMUNITY SERVICES DISTRICT



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TOWN OF DISCOVERY BAY
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TOWN OF DISCOVERY BAY
A COMMUNITY SERVICES DISTRICT



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TOWN OF DISCOVERY BAY
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FINAL



**CONTRA COSTA COUNTY
AVIATION ADVISORY COMMITTEE
MINUTES OF MEETING
July 9, 2015**

MEETING CALLED: Chair Ronald Reagan called the meeting to order at 10:00 a.m. at the Director of Airports Office.

PRESENT: **Roger Bass**, District II
Mike Bruno, Vice Chair, CCC Airports Business Association
Maurice Gunderson, Member at Large
DeWitt Hodge, Secretary, Member at Large
Keith McMahon, City of Concord
Derek Mims, City of Pleasant Hill
Rudi Raab, District I
Ronald Reagan, Chair, District III
Russell Roe, District V
Tom Weber, District IV

ABSENT: **Tina Dodson**, DVC

STAFF: Keith Freitas, Director of Airports
Beth Lee, Assistant Director of Airports
Judy Evans, Clerical

**OPENING COMMENTS
BY CHAIR:**

Ronald Reagan welcomed attendees and announced that the Airport Office sells insulated coffee mugs for \$8.00 of which \$2.00 is donated to the Contra Costa Food Bank.

**PUBLIC COMMENT
PERIOD:**

None

**APPROVAL OF
MINUTES:**

Approved with corrections. **Moved by Rudi Raab; seconded by Tom Weber with amendments. Approved unanimously. Yes: Roger Bass, Mike Bruno, Maurice Gunderson, DeWitt Hodge, Keith McMahon, Derek Mims, Rudi Raab, Ronald Reagan, Russell Roe, and Tom Weber. No: None. Abstained: None. Absent: Tina Dodson.**

**APPROVAL OF
CONSENT ITEMS:**

Moved by Derek Mims other than noise statistics; seconded by Roger Bass. Approved unanimously. Yes: Roger Bass, Mike Bruno, Maurice Gunderson, DeWitt Hodge, Keith McMahon, Derek Mims, Rudi Raab, Ronald Reagan, Russell Roe, and Tom Weber. No: None. Abstained: None. Absent: Tina Dodson.

PRESENTATION/SPECIAL REPORTS

a. Aircraft Display Area

Tom Weber gave a brief history of the evolution of the Aircraft Display Area idea (which builds on Airport tenant, Bill Austin's idea) and introduced presenters DeWitt Hodge and Maurice Gunderson.

Maurice Gunderson gave a visual presentation and handouts were distributed.

- Objectives – 1) To promote Buchanan Field Airport and 2) To provide opportunity for tenants to display historic aircraft and participate in the California Tax Exemption Program.

DeWitt Hodge:

- Stressed their goal of minimizing time impacts to Airport staff during implementation.
- Will be seeking funding through donations and/or sponsorship through tenants.

Maurice Gunderson continued:

- Expects the program to be administered by 3 to 4 volunteers.
- Potential opportunities for aircraft owners and tenants on the airport.
- Four potential locations for the display area:
 - Next to the Control Tower and the Public Viewing Plaza
 - By the Clubhouse
 - By the Transient Ramp
 - By the East Ramp parking area
- Low-cost promotion opportunities for pilots to display aircraft and to attract public.
 - SocialFlight – a free service that notifies pilots of events within a specified radius.
- Cloud-based booking system to handle reservations, cancellations, and other back office duties.

Public Comments:

- Mount Diablo Pilots Association (MDPA) already has a similar monthly (first Saturday of each month) aircraft display program at the Clubhouse with a pancake breakfast, fly-out, and safety seminars.
- Project team wishes to collaborate with MDPA and Experimental Aircraft Association (EAA) and will enter into dialogue with them.
- During the Young Eagles events, the EAA also offers a tax exemption to unique aircraft (which can be less than 35 years) old.

AAC comments:

- Be clear about who benefits and how.
- Competition may be a problem.

- Original idea was for a static display, but has evolved into a monthly fly-in event. How can this program distinguish itself from other similar programs? Part of it should remain consistently available.
- This program distinguishes itself from MDPA by reaching out to the public.
- Location will be very important in order to bring it to the public.
- Scheduled event will make it easier to advertise.
- Supports the concept, but not for a tax incentive that supports a few pilots.
- The real benefit should be attracting the public.
- Should not be limited to antique aircraft. Should allow other aircraft that will allow physical access.
- Airport tenants would benefit when the public comes by to use the facilities i.e. to use the restroom or buy a beverage. It provides an opportunity to talk to parents about flight training and the potential to bring non-pilots to the Airport.
- Airport has had a Stinson on permanent display for about four years.
- The display area started out as a quick-hit EDIP item, but has evolved into something much more involved. A reminder that this is only one item on the EDIP list which is about 50 items long.
- Work with Airport staff and get their input.
- Display area should be more than looking through a fence at planes.
- What are potential costs and who will bear the costs?
- How will benefit to Airport be measured?
- Effort should be made to work with MDPA to create a better-promoted program.
- DeWitt Hodge concluded that there are no assumptions about how this program should work. Will start small and grow the idea. It will be a collaborative effort.

DISCUSSION/ACTION ITEMS:

a. Items Pulled from Consent

Noise statistics pulled for discussion.

- Ronald Reagan pointed out 500% increase in noise complaints from April to May of 2015 in Pleasant Hill.
- Keith Freitas said that the May report appears to be inaccurate and Airports staff will review and correct the report.

b. Buchanan Field/Byron Construction

Keith Freitas reported on the East Ramp pavement project at Buchanan:

- OC Jones will begin work at Buchanan Field
- Tenants will need to move out of hangars by August 9, 2015, for August 10th construction start date.
- 65% of tenants have responded acknowledging their new tiedown location, hangaring elsewhere, or leaving planes and/or items in hangars.

Keith reported on the status of the Byron project:

- Still awaiting federal funding
- Contractor has been selected and once federal funding has been approved, a contract will be put in place.
- Rejuvenation of pavement, re-striping and marking the pavement, and new signage.

c. East Ramp Temporary Tenant Relocations

Keith Freitas reported:

- There are approximately 100 tenants being relocated to tiedowns.

d. Tenant Recognition Awards

The AAC members reviewed the nominations.

Tom Weber made a motion to give “Make a Dream Come True” participants the award; **seconded by Derek Mims. Approved unanimously. Yes: Roger Bass, Maurice Gunderson, DeWitt Hodge, Keith McMahon, Derek Mims, Rudi Raab, Ronald Reagan, Russell Roe, and Tom Weber. No: None. Abstained: Mike Bruno. Absent: Tina Dodson.**

Tom Weber made a motion to give Civil Air Patrol (CAP) the award; **seconded by Derek Mims. Approved unanimously. Yes: Mike Bruno, Maurice Gunderson, DeWitt Hodge, Keith McMahon, Derek Mims, Rudi Raab, Ronald Reagan, Russell Roe, and Tom Weber. No: None. Abstained: Roger Bass. Absent: Tina Dodson.**

Ronald Reagan requested Mike Bruno to present the award to the “Make a Dream Come True” award recipients and Roger Bass to present to CAP award recipients.

Roger Bass announced that CAP is publishing a newsletter every other month and to contact him to be on the mailing list.

UPDATES/ANNOUNCEMENTS

a. Economic Development Incentive Program (EDIP)

Moved to next month

b. What is happening at Buchanan Field & Byron Airports/Other Airports

Keith announced that there is renewed interest in Parcel C (next to highway 4). In addition, Airports staff has started the solicitation process for the 7 acre parcel on the southwest side of the Airport across from the Federal Express building.

Beth Lee added that all affected parties in the 7 acre parcel area have been contacted so they are not caught off guard. Additionally, the development team (if selected) has been requested to accommodate the Clubhouse concept into their design.

c. Airport Land Use Commission (ALUC) Update

Tom Weber gave a brief report of the primary discussion from last month:

- Airport staff has paid from \$20,000 to as high as \$75,000 to support the DCD staffing of the ALUC.
- The County is looking for a fee based system to have this process paid for by the project proponent.

Russell Roe added that ALUC staff is working on how this is going to happen and they are doing research on what other fees exist in other counties and come back to the ALUC with a proposal.

d. **AAC Announcements**

Ronald Reagan suggested for those who are not familiar with the Brown Act to do research on it.

Tom Weber believes AAC members are required to certify annually that they have reviewed the Brown Act. He recommended that AAC members self-certify so the committee is in compliance.

Ronald Reagan did research on aviation museums and found that many of them are not profitable. The successful ones require a large volunteer force. The attendees tend to be pilots and/or people interested in aviation.

Russell Roe expressed hesitation about getting involved in a huge project just to hangar some helicopters.

Ronald Reagan also mentioned that he had difficulty accessing AAC information on the website.

e. **Airport Staff Announcements**

Beth Lee passed out reusable/recyclable bags with Airport logo and marketing information to encourage AAC members and guests to use them and help market the Airports. The bags are \$3.50 each or 3 for \$10.00 with a portion of the money going to the food bank.

Roger Bass complimented Airport staff on the Diablo Aviator newsletter.

FUTURE AGENDA ITEMS/COMMENTS

- Display Area
- Tenant Recognition Award Presentations
- EDiP

ADJOURNMENT: The meeting was adjourned by the Chair at 11:57 a.m.

DRAFT



**CONTRA COSTA COUNTY
AVIATION ADVISORY COMMITTEE
MINUTES OF MEETING
August 13, 2015**

MEETING CALLED: Chair Ronald Reagan called the meeting to order at 10:07 a.m. at the Director of Airports Office.

PRESENT: **Roger Bass**, District II
Mike Bruno, Vice Chair, CCC Airports Business Association
Tina Dodson, DVC
Maurice Gunderson, Member at Large
DeWitt Hodge, Secretary, Member at Large
Rudi Raab, District I
Ronald Reagan, Chair, District III
Russell Roe, District V
Tom Weber, District IV

ABSENT: **Keith McMahon**, City of Concord
Derek Mims, City of Pleasant Hill

STAFF: Keith Freitas, Director of Airports
Beth Lee, Assistant Director of Airports
Judy Evans, Clerical

**OPENING COMMENTS
BY CHAIR:** Ronald Reagan thanked those present.

**PUBLIC COMMENT
PERIOD:** None

**APPROVAL OF
MINUTES:** Approved with correction. Moved by Maurice Gunderson; seconded by Rudi Raab. Approved unanimously. Yes: Roger Bass, Mike Bruno, Tina Dodson, Maurice Gunderson, DeWitt Hodge, Rudi Raab, Ronald Reagan, Russell Roe, and Tom Weber. No: None. Abstained: None. Absent: Keith McMahon, Derek Mims.

**APPROVAL OF
CONSENT ITEMS:**

Moved by Tom Weber; seconded by Maurice Gunderson. Approved unanimously. Yes: Roger Bass, Mike Bruno, Tina Dodson, Maurice Gunderson, DeWitt Hodge, Rudi Raab, Ronald Reagan, Russell Roe, and Tom Weber. No: None. Abstained: None. Absent: Keith McMahon, Derek Mims.

PRESENTATION/SPECIAL REPORTS - None

DISCUSSION/ACTION ITEMS:

a. Items Pulled from Consent

None

b. Buchanan Field/Byron Construction

Buchanan Field - Keith Freitas reported that the Buchanan Field East Ramp pavement project started on Monday, August 10, 2015. The taxilanes between the hangars are being repaved and a trench drain will be installed. About 110 tenants have been relocated.

DeWitt Hodge asked how transient traffic will be handled since the transient ramp is closed.

Keith Freitas responded that most transient traffic is already handled by the Fixed-Base Operators (FBO), so transient traffic will continue to be directed to the FBO's. The Transient Ramp is closed because some East Ramp hangar tenants have been temporarily relocated there.

Byron Airport - Keith Freitas explained that the construction at Byron Airport includes slurry sealing, new pavement markings, and new signs. The FAA grant offer has been received and Airport staff is currently in the process of obtaining the approval to issue the contract to the contractor. The project will begin late September to October and is projected to take 30 to 45 days. Airport staff will coordinate with Bay Area Skydiving, Northern California Soaring Association, and the Patriots Jet Team to minimize impacts to their operations. Only one runway will be closed at a time.

c. East Ramp Temporary Tenant Relocations

Already covered in Buchanan Field Airport update, but the project is going smoothly so far.

d. Economic Development Incentive Program (EDIP)

Ronald Reagan requested an overview of the EDIP process to be followed by AAC discussion and ranking and culminate in a consensus of the top three items per category on the EDIP list.

Keith Freitas gave a brief history of the Economic Development Incentive Program (EDIP). Airport staff invited stakeholders to help define short and long-term goals for retaining existing, and attracting new, tenants/businesses to the Airport. After getting

input from the EDIP group and the AAC, Airport staff will analyze the input and make a recommendation to the Airport Committee.

Beth Lee explained that the decision was made to divide the EDIP list into three categories: 1. Both Airports; 2. Buchanan Field; and 3. Byron Airport.

Maurice Gunderson commented that the EDIP list should also include the level of economic impact for each item.

Roger Bass expressed the importance of marketing, especially since the Airport is the only County department that has to compete for its market users.

All AAC members identified their top three rankings in each of the three categories.

Russell Roe asked how progress/completion of EDIP items will be tracked. Keith Freitas responded that tenant feedback will reveal progress. That is the purpose of the tenant satisfaction survey.

Guy Jones announced that the Young Eagles event will be Saturday, August 15, 2015. He thanked Airport staff for creating the parking area near the clubhouse.

Ronald Reagan expressed concern that there is nothing on the EDIP list about better access to the Byron Airport. Beth Lee responded that the function of EDIP is related to what the Airport can spend money on and expend effort on at the Airports. The Airport connection is not on Airport land, therefore, Airports staff cannot fund it or take the lead on the process. Airport staff does attend the Tri Link Road meetings and everyone supports it. The only known opposition is related to environmental issues.

Beth Lee tallied the results of the rankings by the AAC members:

<u>Both Airports</u>	<u>Byron Airport</u>	<u>Buchanan Field</u>
1. Marketing/Public Relations	1. Runway Extension	1. Improve Signage
2. Improve maintenance	2. Domestic Water	2. Develop Heart of Airport
3. Free WiFi	3. Sanitary Sewer	3. Security

The AAC voted to accept the top three choices identified in each category.

Moved by Tom Weber; seconded by Roger Bass. Approved unanimously. Yes: Roger Bass, Mike Bruno, Tina Dodson, Maurice Gunderson, DeWitt Hodge, Rudi Raab, Ronald Reagan, Russell Roe, and Tom Weber. No: None. Abstained: None. Absent: Keith McMahon, Derek Mims.

Beth Lee concluded that Airport staff will come up with a recommended improvement program based on the combined ranking input received and it will be presented to the Airport Committee at the September meeting.

e. October Meeting Location

Ronald Reagan announced that the October AAC meeting will be at the Byron Airport and is anticipating a good number of attendees from the area. He asked if it would be appropriate to hold the meeting in the Patriots Jet Team's hangar and

allow the attendees to take a tour after the meeting.

Keith Freitas responded that parking could be an issue since the hangar is behind a private gate and there is limited parking. Field trips have been taken in the past, but started out at the Administration Building and then the groups walked to the Patriots Jet Team hangar.

Tom Weber cautioned that the meeting needs to be accessible to the public. Since the Patriots Jet Team's hangar is behind a locked gate, arrangements would need to be made to make sure the public could easily get to the meeting location.

Details will be discussed at a later date.

UPDATES/ANNOUNCEMENTS

a. What is happening at Buchanan Field & Byron Airports/Other Airports

Beth Lee reported that two (2) development site areas went out for solicitation and just closed. One is a 7 acre area (part of the old ADG/Silver Pacific site) that will go to the Board of Supervisors on Tuesday, August 18, 2015, and the second one is a .86 acre parcel, at the end of Sally Ride Drive, that will go to the Board of Supervisors on Tuesday, August 25, 2015; each to authorize lease negotiations. Airport staff will then be able to begin negotiations on the projects. There is a third solicitation for a 4.5 acre parcel, non-aviation property, across from Crown Automotive (Dodge/Fiat), which closes on August 18, 2015.

Keith Freitas commented that the 7 acre parcel will be distressing to some, such as clubhouse users and executive hangar tenants, as they will be displaced. Every effort will be made to accommodate displaced hangar tenants by placing them on waiting lists to get them into hangars. Part of the negotiations will be to request a facility to replace the clubhouse. There is no guarantee, but that is the plan.

b. Airport Land Use Commission (ALUC) Update

None

c. AAC Announcements

None

d. Airport Staff Announcements

None

FUTURE AGENDA ITEMS/COMMENTS

- Tenant Recognition Award
- Aircraft Display Area Presentation
- Outreach Meetings
- Aviation Museum – Formal invitation from AAC to Mike Haus

ADJOURNMENT: The meeting was adjourned by the Chair at 11:40 a.m.



TOWN OF DISCOVERY BAY
A COMMUNITY SERVICES DISTRICT



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